

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

**February 10, 2014
7:00 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
– Sarah Govostis, St. Isaac Jogues School**
- 2. ROLL CALL**
- 3. AUDIENCE**
- 4. CONSENT AGENDA – OMNIBUS VOTE**

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

**7:00 p.m.
PUBLIC HEARING
Amendment to Annexation Agreement – Madison Estates**

5. MINUTES

- *A. Approval of Regular Meeting of January 27, 2014
- *B. Approval of FY 2014-15 Budget Workshop of January 27, 2014
- *C. Receive and File Veterans Memorial Committee Meeting of October 30, 2013
- *D. Receive and File Draft Economic Development Committee Meeting of January 29, 2014
- *E. Receive and File Draft Water Committee Meeting of February 3, 2014
- *F. Receive and File Draft Plan Commission Meeting of February 3, 2014

6. ORDINANCES

- A. Consideration of Ordinance Authorizing Amendment to Annexation Agreement (Madison Estates – formerly: “Seventh Day Adventist Church”)
- B. Consideration of Ordinance Amending Section 58.01 and Section 58.12 of Chapter 58 (Water Works System) of the Burr Ridge Municipal Code

7. RESOLUTIONS

- *A. Adoption of Resolution Approving the Annual Publication of the Village of Burr Ridge Zoning Map

8. CONSIDERATIONS

- A. Consideration of Staff Recommendation to Solicit RFP's for Audit Services
- *B. Approval of Plan Commission Recommendation to Approve Variation to permit a detached accessory building (garage) to be located in a side yard rather than in the rear yard (the proposed garage would be an expansion of the existing garage and would also replace an existing shed (V-01-2014: 8426 Meadowbrook Drive – Kazimierz Leja)
- *C. Approval of Recommendation to Authorize Phase III Consulting Agreement with Strand Engineering for the County Line Road Bridge Project, Services to be Rendered as Needed
- *D. Approval of Recommendation to Authorize Phase III Consulting Agreement with Hitchcock Design for the County Line Road Bridge Project, Services to be Rendered as Needed
- *E. Approval of Recommendation to Reappoint Greg Trzupsek to the Plan Commission for a Five-Year Term Expiring February 1, 2019
- *F. Approval of Recommendation to Reappoint Dehn Grunsten to the Plan Commission for a Five-Year Term Expiring February 1, 2019
- *G. Approval of Recommendation to Appoint Mary Praxmarer as Full Plan Commissioner to Complete the term of Christopher Cronin that Expires February 1, 2015
- *H. Approval of Recommendation to Reappoint Barbara Miklos to the E-9-1-1 Board for a One-Year Term Expiring February 1, 2015
- *I. Approval of Recommendation to Reappoint Brooks Fuller to the E-9-1-1 Board for a One-Year Term Expiring February 1, 2015
- *J. Approval of Recommendation to Reappoint Bob Jewell to the E-9-1-1 Board for a One-Year Term Expiring February 1, 2015
- *K. Approval of Recommendation to Reappoint Jerome Connolly to the E-9-1-1 Board for a One-Year Term Expiring February 1, 2015
- *L. Approval of Recommendation to Reappoint Police Chief John Madden to the E-9-1-1 Board for a One-Year Term Expiring February 1, 2015
- *M. Approval of Vendor List in the Amount of \$104,763.08 for all Funds, Plus \$244,207.57 for Payroll, for a Grand Total of \$348,970.65. The Vendor List Includes a Special Expenditure of \$40,105.00 to Rock Salt Source, IM Crushing, Inc. and North American Salt Co. for additional supply of road salt and sand
- N. 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 February 10, 2014
DATE: February 7, 2014

PLEDGE OF ALLEGIANCE – Sarah Govostis, St. Isaac Jogues School

Public Hearing – Annexation Agreement Amendment (Madison Estates)

Enclosed is the notice for the public hearing regarding the Amendment to the Annexation Agreement for Madison Estates (formerly: "*Seventh Day Adventist Church*"). The Ordinance authorizing this amendment is Item #6A on this agenda.

6. ORDINANCES

A. Amend Annexation Agreement (McNaughton)

Attached is an Ordinance authorizing an amendment to an Annexation Agreement for the property at the southeast corner of 87th and Madison Streets. The original Agreement included approval for the development of a church on the property. The church was never built and a developer now has a contract to purchase the property. The developer intends to split the property into four lots for single-family homes. The Plan Commission approved the preliminary plat at its December 16, 2013 meeting and at its January 13, 2014 meeting, the Board directed staff to prepare the amendment to the Annexation Agreement.

The amendment to the agreement includes the following:

- Approval of the preliminary plat and requirement that the final plat and final engineering plans comply with all requirements of the Subdivision Ordinance. The Subdivision Ordinance requires posting of a Letter of Credit and the developer requests that he be allowed to post a bond instead.
- As per the preliminary plat, the detention pond will be a dry bottom bond with a mowed turf ground cover.
- The agreement includes approval of one model unit. The Zoning and Subdivision Ordinances permit one or two model units prior to completion of the subdivision improvements (whereas permits for homes cannot be issued until the improvements are completed). The developer requested two model units but given that there are only 4 lots in the subdivision, staff is recommending approval of only one model unit.

- Payment of all school and park impact fees and water and capital annexation fees.
- Completion of improvements to 87th Street including curb and gutter and a sidewalk as recommended by the Pathway Commission.

Also attached please find a letter from the developer, Paul McNaughton, requesting that he be allowed to post a bond in lieu of a letter of credit and be allowed to build two model homes. Staff has rejected both requests.

It is our recommendation: that the Ordinance Authorizing Amendment to the Annexation Agreement be approved.

B. Amend Chapter 58 (Water Rates)

The City of Chicago has enacted the third year of a four-year rate escalation program. The Village of Burr Ridge purchases water from the Village of Bedford Park, which in turn purchases water from the City of Chicago. The Chicago rate escalation program includes a 25% increase in 2012, followed by 15% increases in 2013, 2014, and 2015. In response to the Chicago rate adjustment, the Village of Bedford Park has increased their wholesale water rate to Burr Ridge 15%, effective January 1, 2014.

Staff presented this matter to the Water Committee at the February 3rd Water Committee meeting. The Water Committee has concurred with the staff recommendation to adjust the Burr Ridge water rates to reflect the wholesale water commodity cost increase from Bedford Park. The commodity cost increase from Bedford Park is \$0.59 per 1,000 gallons, which equates to an 11.4% increase in the Burr Ridge base rate.

Staff has therefore prepared the enclosed Ordinance which includes rate adjustments pursuant to direction from the Water Committee. These changes include the following:

- 1) Residential Tier 1: Adjust in the rate from \$5.16 to \$5.75 per 1,000 gallons for the first tier;
- 2) Residential Tier 2: Adjust the rate from \$8.49 to \$9.08 per 1,000 gallons for the second tier;
- 3) Residential Tier 3: Adjust the rate from \$10.91 to \$11.50 per 1,000 gallons for the third tier;
- 4) Non-Residential: Adjust the rate from \$7.89 to \$8.48 per 1,000 gallons.
- 5) Users outside the corporate limits of Burr Ridge: Rates for to be increased accordingly.

It is our recommendation: that the Board accept the recommendation of the Water Committee to increase water rates by \$0.59 per 1,000 gallons and that the subject Ordinance revision be approved.

7. RESOLUTIONS

A. Annual Publication of Burr Ridge Zoning Map

Attached is a Resolution approving the annual update of the zoning map. Changes from 2013 include the rezoning of the Village pump station property and annexation of the Buege Lane/Oak Knoll area. A full size copy of the Zoning Map will be available in the coming weeks and also will be published on the web site.

It is our recommendation: that the Resolution be adopted.

8. CONSIDERATIONS

A. Solicit RFP's for Audit Services

The Village Board's current auditors, Sikich, has provided quality auditing services for the past 8 years. A couple of years ago, former Trustee Maureen Wott recommended that we go out for Request for Proposal for new auditors. At that time, Sikich was in their first year of their most recent proposal and the Village Board decided to continue to retain their services. The firm currently has two more years with their current proposal. Auditing services are provided for on a proposal basis at the discretion of the Village Board and not on a contract basis.

While Sikich has provided the Village with a consistent and independent annual audit – switching out the field audit team every couple of years – it is also important to have an audit firm rotation policy. Both actions of rotating teams and firms provides the Village Board a continuing independent audit and oversight function.

In order to secure a new firm and get on their summer audit schedule, Finance Director Jerry Sapp will need to conduct the Request for Proposal process and Board approval during the month of March.

It is our recommendation: that the Finance Director conduct the RFP process for new a new auditing firm for Board approval.

B. Plan Commission Recommendation – Variation (8426 Meadowbrook)

Please find attached a letter from the Zoning Board of Appeals recommending approval of a request by Mr. Kazimierz Leja for a variation from the Zoning Ordinance to permit an addition to an existing garage located in the side buildable area, rather than the requirement that all detached accessory buildings be located in the rear yard.

The foundation, three walls, and the roof of the existing garage is to be preserved and the addition to the garage would extend toward the rear of the property. The petitioner testified that there are no other rear yard detached garages on Meadowbrook Drive and that there are two detached garages located in side yards.

The majority of the Commissioners concluded that the variation satisfied the findings for approval based on the preservation of an existing structure, that the addition would not increase the degree of the non-conformity, that an existing non-conforming shed would be eliminated, and that if the garage were attached to the house it would be allowed in the side yard. Commissioner Grunsten did not agree that this was a hardship and suggested the garage could be relocated to the rear yard.

It is our recommendation: that the Board concurs with the Zoning Board of Appeals and directs staff to prepare an Ordinance approving this variation.

C. Strand Engineering Agreement (County Line Road Bridge Project)

D. Hitchcock Design Agreement (County Line Road Bridge Project)

As you are aware, construction of the ITEP-funded County Line Road Bridge project is expected to commence in February 2014. The Construction Engineering Services for this project will primarily be provided by IDOT, which is the lead agency, along with assistance and oversight from the Burr Ridge Village Engineer. Additionally, it is anticipated that professional consultant services will be needed occasionally, in order to provide technical compliance review for specialized services. These type of services may include the inspection and approval of the formliner dye and application methods, brick manufacture and color compliance, site layout confirmation, foundation approval, and plant material inspection and certification. In order to eliminate mark-up costs associated with sub-consulting agreements, staff recommends that two separate contracts be authorized; one with Strand Engineering (Civil Engineering) and one with Hitchcock Design Group (enhancement/landscaping).

These services will be provided on an as-needed basis based upon the wage schedule for the consultant(s). This cost will be paid for from the Hotel/Motel Tax Fund, where \$15,000 has been budgeted for this purpose. As mentioned previously, the project is expected to commence in February and all lanes of traffic are expected to be opened prior to the 2014 holiday season. It is anticipated that final landscape installation will occur in spring 2015.

It is our recommendation: that two Professional Service contracts be awarded, based upon services rendered, at an approved wage schedule and performed on an as-needed basis, one with Strand Engineering and one with Hitchcock Design Group.

E. Reappoint Greg Trzupek to Plan Commission

Mayor Straub is recommending the reappointment of Gregory Trzupek to the Plan Commission for a 5-year term expiring February 1, 2019. Mr. Trzupek has been a member of the Plan Commission since February 2003.

It is our recommendation: that the recommendation to reappoint Gregory Trzupek to the Plan Commission be approved.

F. Reappoint Dehn Grunsten to Plan Commission

Mayor Straub is recommending the reappointment of Dehn Grunsten to the Plan Commission for a five-year term expiring February 1, 2019. Ms. Grunsten was the Alternate to the Plan Commission from 2010 to 2011, being appointed as a full Commissioner on May 23, 2011.

It is our recommendation: that the recommendation to reappoint Dehn Grunsten to the Plan Commission be approved.

G. Appoint Mary Praxmarer as Full Plan Commissioner

Mayor Straub is recommending that Plan Commission Alternate Mary Praxmarer be appointed as a full-time Plan Commissioner to fill the vacancy created by the resignation of Christopher Cronin. This uncompleted term will expire February 1, 2015. Ms. Praxmarer has been the Alternate to the Plan Commission since June 24, 2013.

It is our recommendation: that the recommendation to appoint Mary Praxmarer to full-time status on the Plan Commission be approved.

H. Reappoint Barbara Miklos to E-9-1-1 Board

Mayor Straub is recommending the reappointment of Barbara Miklos to the E-9-1-1 Board for a one-year term expiring February 1, 2015. Ms. Miklos has been on the E-9-1-1 Board since December 1989.

It is our recommendation: that the recommendation to reappoint Barbara Miklos to the E-9-1-1 Board be approved.

I. Reappoint Brooks Fuller to E-9-1-1 Board

Mayor Straub is recommending the reappointment of Brooks Fuller to the E-9-1-1 Board for a one-year term expiring February 1, 2015. Mr. Fuller has been on the E-9-1-1 Board since March 2011.

It is our recommendation: that the recommendation to reappoint Brooks Fuller to the E-9-1-1 Board be approved.

J. Reappoint Bob Jewell to E-9-1-1 Board

Mayor Straub is recommending the reappointment of Bob Jewell to the E-9-1-1 Board for a one-year term expiring February 1, 2015. Mr. Jewell has been on the E-9-1-1 Board since February 2002.

It is our recommendation: that the recommendation to reappoint Bob Jewell to the E-9-1-1 Board be approved.

K. Reappoint Jerome Connolly to E-9-1-1 Board

Mayor Straub is recommending the reappointment of Jerome Connolly to the E-9-1-1 Board for a one-year term expiring February 1, 2015. Mr. Connolly has been on the E-9-1-1 Board since May 2008.

It is our recommendation: that the recommendation to reappoint Jerome Connolly to the E-9-1-1 Board be approved.

L. Reappoint Police Chief John Madden to E-9-1-1 Board

Mayor Straub is recommending the reappointment of Police Chief John Madden to the E-9-1-1 Board for a one-year term expiring February 1, 2015. Chief Madden has been on the E-9-1-1 Board since June 2009.

It is our recommendation: that the recommendation to reappoint Police Chief John Madden to the E-9-1-1 Board be approved.

M. Vendor Lists

Enclosed is the Vendor List in the amount of \$104,763.08 for all funds, plus \$244,207.57 for payroll, for a grand total of \$348,970.65. The Vendor List Includes a special expenditure of:

- \$40,105.00 to Rock Salt Source, IM Crushing, Inc. and North American Salt Co. for additional supply of road salt and sand

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, DuPage and Cook Counties, Illinois, will hold a public hearing at 7:00 p.m. on Monday, February 10, 2014 at the Burr Ridge Police Station, 7700 County Line Road, Burr Ridge, Illinois, to consider an amendment to Ordinance No. 880, which as an annexation agreement for the property consisting of approximately 2.3 acres and commonly known as 8701 Madison Street with the Permanent Real Estate Index Number of 10-01-100-032. Said amendment and public hearing is being conducted pursuant to the provisions of Chapter 65, Section 5/11-15.1-1, et. seq. of the Ill. Compiled Stats. Said amendment contains provisions relating to, but not limited to the following:

- a. Continued zoning of the property within the R-3 Single Family Residential District.
- b. Voiding of the previously approved plans for the development of a church.
- c. Approval of a preliminary plat of subdivision for a four lot residential subdivision of the property with a separate lot for stormwater detention.
- d. Compliance with all applicable zoning and subdivision regulations including but not limited to improvement of the adjacent 87th Street right of way and payment of all school and park impact fees.
- d. Other miscellaneous provisions.

A copy of the proposed annexation agreement shall be on file and available for public inspection during normal business hours from and after January 24, 2014 in the office of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois, 60527.

Amendments and modifications to said proposed annexation agreement may be made after public hearing thereon and before the signing thereof.

All persons appearing at said public hearing will be given an opportunity to be heard at the aforesaid public hearing. Such public hearing may be continued from time to time by the Corporate Authorities of the Village of Burr Ridge without further notice, except as may be required by the Illinois Open Meetings Act.

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

/s/ Karen Thomas
VILLAGE CLERK

5A

REGULAR MEETING

MAYOR AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE, IL

January 27, 2014

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of January 27, 2014 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 Straub.

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was conducted by Alexa and Dominic Varchetto of Pleasantdale Middle School.

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Trustees Paveza, Ruzak, Bolos, Grasso, Manieri, and Mayor Straub. Absent was Trustee Franzese. Also present were Village Administrator Steve Stricker, Public Works Director Paul May, Community Development Director Doug Pollock, Police Chief John Madden, Deputy Police Chief Marc Loftus, 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 Straub, motion was made by Trustee Grasso 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 Grasso, Paveza, Ruzak, Manieri, Bolos

NAYS: 0 – None

ABSENT: 1 – Trustee Franzese

There being five affirmative votes, the motion carried.

APPROVAL OF REGULAR MEETING OF JANUARY 13, 2014 were approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE (DRAFT) PATHWAY COMMISSION MEETING OF JANUARY 9, 2014 were noted as received and filed under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE (DRAFT) PERSONNEL COMMITTEE MEETING OF JANUARY 10, 2014 were noted as received and filed under the Consent Agenda by Omnibus Vote.

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ADOPTION OF RESOLUTION REGARDING MFT FUNDS FOR THE 2014 ROAD PROGRAM The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution regarding Motor Fuel Tax (MFT) Funding for the Year 2014 Road Program.
THIS IS RESOLUTION NO. R-01-14.

RATIFICATION OF DECISION TO PURCHASE ADDITIONAL ROAD SALT The Board, under the Consent Agenda by Omnibus Vote, ratified the contract to purchase 250 tons of road salt from Rock Salt Source, Inc. of Houston TX at a cost of \$114 per ton.

APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR TREE TRIMMING The Board, under the Consent Agenda by Omnibus Vote, awarded a contract for winter tree trimming to Winkler's Tree Service in an amount not to exceed \$57,340.

APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR PUMP CEDENTER GENERATOR MAINTENANCE The Board, under the Consent Agenda by Omnibus Vote, awarded a contract for annual maintenance of the Pump Center emergency stand-by generator to Nationwide Power of Henderson, Nevada in the amount of \$1,325.00.

APPROVAL OF REQUEST FOR RAFFLE LICENSE FOR GOWER PTO AND HOSTING FACILITY LICENSE FOR GOWER MIDDLE SCHOOL FOR EVENT ON MARCH 14, 2014 The Board, under the Consent Agenda by Omnibus Vote, approved the request for a Raffle and Chance License to be issued to the Gower PTO for its March 14 raffle with the fidelity bond waived, and that Gower Middle School be licensed to host the event.

APPROVAL OF REQUEST FOR RAFFLE LICENSE FOR WEST SUBURBAN SYMPHONY SOCIETY AND HOSTING FACILITY LICENSE FOR CHICAGO MARRIOTT SOUTHWEST AT BURR RIDGE FOR THE SOCIETY'S FUNDRAISING DINNER DANCE ON MARCH 8, 2014 The Board, under the Consent Agenda by Omnibus Vote, approved the request for a Raffle and Chance License to be issued to the West Suburban Symphony Society for its March 8 raffle, with the fidelity bond waived, and the Chicago Marriott Southwest at Burr Ridge be licensed to host the event.

APPROVAL OF RECOMMENDATION TO APPROVE REQUEST FROM WB/BR CHAMBER OF COMMERCE FOR PLACEMENT OF TEMPORARY PROMOTIONAL SIGNS FOR THE BUSINESS EXPO ON JUNE 4 AND THE CRUISIN' 66 FEST IN AUGUST The Board, under the Consent Agenda by Omnibus Vote, approved the request from the Willowbrook/Burr Ridge Chamber of Commerce to erect temporary signage for the Business Expo and Cruisin' 66 Fest.

APPROVAL OF REQUEST FROM POLICE DEPARTMENT TO SOLICIT FUNDS FOR THE ANNUAL CONCERNS OF POLICE SURVIVORS (C.O.P.S.) ACROSS ILLINOIS BICYCLE RIDE IN JULY 2014 The Board, under the Consent Agenda by

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Omnibus Vote, approved the request to solicit funds from Burr Ridge businesses to support the C.O.P.S. charity bicycle ride and sponsorships for the C.O.P.S. charity softball game.

RATIFICATION OF PRE-PAID VENDOR LIST FOR PAYMENTS MADE, BUT NOT LISTED, ON THE DECEMBER 9, 2013 VENDOR LIST IN THE AMOUNT OF \$252,260.33 AND APPROVAL OF VENDOR LIST IN THE AMOUNT OF \$406,793.83 FOR ALL FUNDS, PLUS \$200,406.73 FOR PAYROLL, FOR A GRAND TOTAL OF \$607,200.56. THE 1/27/14 VENDOR LIST INCLUDES A SPECIAL EXPENDITURE OF \$141,391 TO RUSH TRUCK CENTER, SPRINGFIELD, FOR A 2014 INTERNATIONAL 7400 4X2 TRUCK

The Board, under the Consent Agenda by Omnibus Vote, approved the ratification of the pre-paid Vendor List for payments made, but not listed on the December 9, 2013 Vendor List in the amount of \$252,260.33, and the Vendor List for the period ending January 27, 2014 in the amount of \$406,793.83, and payroll in the amount of \$200,406.73 for the period ending January 18, 2014.

CONSIDERATION OF REQUEST FROM PAULINE OZOLS, OF RUN FOR VETERANS, TO CONDUCT A 5K RUN/WALK FUNDRAISER ON SUNDAY, JULY 27, 2014, AND FOR THE VILLAGE TO SPONSOR THE EVENT

Village Administrator Steve Stricker stated that as directed at the Board Meeting of January 13, 2014, letters were sent to residents affected by the race route notifying them of the date of the event and road closures. Mr. Stricker added that two responses were received, one in favor of the event and one opposed. Based upon the responses, Mr. Stricker recommended that the request for the event be approved and that the Village become a sponsor by waiving the Police and Public Works costs.

Trustee Bolos inquired if the Homeowner's Association would follow-up with the resident that is opposed to the event. Mr. Stricker responded that he would do so.

Mayor Straub added that he also responded to the concerned resident via email.

Motion was made by Trustee Manieri and seconded by Trustee Ruzak to approve the request from Pauline Ozols, of Run for Veterans, to hold a 5K run/walk and that the Village become a sponsor of the race by waiving any Police and Public Works related costs.

On Roll Call, Vote Was:

AYES: 5 – Trustees Manieri, Ruzak, Paveza, Grasso, Bolos

NAYS: 0 – None

ABSENT: 1 – Trustee Franzese

There being five affirmative votes, the motion carried.

PRESENTATION OF RESULTS OF THE 2013 BIENNIAL COMMUNITY SERVICES SURVEY

Janet Kowal, Communications and Public Relations Coordinator, discussed the results of the 2013 Biennial Community Services Survey. She highlighted areas such as the

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ranking of Village services, services the residents like and resident suggestions for additional services.

Village Administrator Steve Stricker commented that the resident requests for additional services are similar every two years. He noted that leaf pickup has been considered in the past and it was found to be very costly. He commented that a Village library is also requested each survey year. He added that the Finance Department is addressing the online water bill payment feature and hope to have it available in the next few months.

Trustee Grasso suggested to reverse the order of the brush pickup schedule.

In response to Trustee Bolos, Public Works Director Paul May responded that the cost of the Brush Pickup program is \$30,000.

In response to Trustee Bolos, Village Administrator Stricker explained that staff looked into a leaf pickup program several years ago and found the costs associated with it are prohibitive.

Trustee Paveza discussed a recycling event he attended several years ago in Wheaton. The Board discussed options such as a Village recycling event.

Trustee Manieri suggested publishing information on recycling in the Village newsletter. Ms. Kowal responded that the current focus is to disseminate information through the Cable television channel, Village web site and newsletters.

Trustee Bolos discussed possible document shredding events.

OTHER CONSIDERATIONS Village Administrator Steve Stricker announced that a discussion regarding the snow plowing, salt, and labor costs would be presented at this time.

Public Works Director Paul May stated that the Village snow removal crew consists of 9 employees with 8 available for plowing at all times. He provided an overview of the snow removal procedures noting that there are 100 miles of streets to plow.

Mr. May explained that the employees who plow the streets are also responsible for other Village operations such as building maintenance, JULIE locates, and water main breaks. He added that the snow plowing overtime is budgeted at \$24,000 and last year \$15,000 in overtime was accrued. He pointed out that this year's overtime is currently at \$29,000 with a couple of months of winter weather remaining.

Mr. May discussed the Village plowing equipment noting that in the event that a truck is out of service due to mechanical failure, there are smaller trucks that can be substituted.

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Mr. May discussed the salt supply explaining that in a typical winter, 1,200 tons of salt is used. This winter, he added, almost 2,000 tons of salt have been used. Mr. May explained that salt is ineffective in extremely low temperatures and in those situations sand can be used for traction. He stated that in order to prolong the current supply of salt a strategic application method has been used focusing on hills, curves, and intersections. He added that sand is also being mixed with the salt to prolong the salt supply. Mr. May pointed out that an additional 20 tons of salt has been ordered noting that due to the harsh winter, there is no availability of salt in the region. He added that in the future, it is intended to have a larger salt supply available.

Mr. May explained that due to significant employee turnover, there are many new snowplow drivers this year which affects both the pace and quality of the plowing operation. He added that with additional time and experience, improvement will be made.

Trustee Manieri discussed exploring the expansion of the storage facility for the salt enabling a larger supply of salt on hand. In response, Mr. May explained that it is planned to explore the addition of a salt storage facility behind the Public Works building.

In response to Trustee Bolos, Mr. May explained that with a larger storage facility, 1,200 tons of salt would be ordered and on-hand in the summer with a contract for an additional 1,200 tons allowing for additional delivery during the winter if needed. He also explained the snow plowing strategy used in the Village.

AUDIENCE Jim Broline, Carlisle Court, thanked Mr. May for his report regarding the snow plowing operations and inquired about the contracts for the drivers. In response, Mr. May explained that they are Village Employees and are part of a collective bargaining agreement through Union Local 150 and the rules of that contract are followed. He stated that after 40 hours of work they are paid overtime at time and a half and double time for holidays.

Mayor Straub inquired if it would be more economical to employ contractors to plow rather than paying overtime. In response, Mr. May explained that the employee pay is typically much lower than that of a contractor.

Mr. Stricker added that the collective bargaining agreement prohibits using outside contractors in lieu of employees.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS Mayor Straub reminded residents that the I-55 Bridge construction is scheduled to begin soon and delays on County Line Road should be expected.

ADJOURNMENT Motion was made by Trustee Ruzak and seconded by Trustee Paveza that the Regular Meeting of January 27, 2014 be adjourned.

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On Roll Call, Vote Was:

AYES: 5 – Trustees Ruzak, Paveza, Manieri, Grasso, Bolos

NAYS: 0 – None

ABSENT: 1 – Trustee Franzese

There being five affirmative votes, the motion carried and the meeting was adjourned at 7:59 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 _____, 2014.

5B

**MINUTES
FY 2014-15 BUDGET WORKSHOP
GOALS & OBJECTIVES
January 27, 2014**

CALL TO ORDER

The meeting was called to order at 8:00 p.m. by Mayor Mickey Straub.

ROLL CALL

Present: Mayor Mickey Straub, Trustees Al Paveza, Len Ruzak, Janet Ryan Grasso, Diane Bolos and John Manieri

Absent: Trustee Guy Franzese

Also Present: Village Administrator Steve Stricker, Community Development Director Doug Pollock, Finance Director Jerry Sapp, Police Chief John Madden and Public Works Director Paul May

GENERAL FUND FINANCIAL STATUS - JANUARY 2014

Finance Director Jerry Sapp presented the Board with a FY 13-14 and 14-15 preliminary overview. He indicated that, after a first review of the budget, the FY 13-14 Estimated Actual shows a surplus of \$174,385. He indicated that revenues did not meet projections, but that expenditures were lower than anticipated. He indicated that the FY 14-15 Budget currently shows a very slight \$26,230 surplus.

	(A) 2013-14 Est. Actual	(B) 2013-14 Budget	(C) 2014-15 Budget
Revenues	\$8,194,995	\$8,302,835	\$8,209,735
Expenditures	\$8,020,610	\$8,219,795	\$8,183,505
Surplus (Deficit)	\$174,385	\$83,040	\$26,230

Mr. Sapp stated that one of the reasons why revenues came in lower than projected was a sharp decrease in telecommunication taxes, which missed estimates by \$92,000, contributing to an overall shortfall of \$108,000. He stated that expenditure estimates are under budget by \$199,000 due to lower Personnel Services in Administration, Police and Public Works, resulting from retirements and turnover. He stated that the current surplus includes the additional cost for salt and overtime.

Village Administrator Steve Stricker stated that, although he feels good about the FY 13-14 Budget, the FY 14-15 Budget is tight with revenues estimated to be almost \$100,000 less than the previous year. He indicated that Staff is still waiting for a couple of revenue numbers that will come in in February before finalizing these figures. He also stated that the FY 15-16 Budget will be even more difficult, due to the fact that the General Fund will have to cover a major portion of the 2015 Road Program.

STATUS OF GOALS AND OBJECTIVES FOR FY 13-14

Administrator Stricker presented the Board with a list of FY 13-14 Accomplishments. He stated that the parking lot sealcoating and striping was deferred this year and will be completed with the 2014 Road Program. He indicated that the \$30,000 budgeted for the KB House sanitary sewer will be deferred again, as the Public works Department tries to maintain the sewer without having to replace a part of the sewer main at this location.

Administrator Stricker stated that, although the Village copier needs to be replaced, he suggested it not be done until the beginning of the next fiscal year, so as to complete the renovation of the Village Hall offices.

Administrator Stricker indicated that the Pathway Committee had recommended that its fund not pay for the Pathway Map that was budgeted this year in the amount of \$3,000. He stated that, if the Board were amenable, he could place \$3,000 in the Hotel/Motel Tax Fund for this purpose, with the understanding that an ad would be placed on the back side of the map highlighting the Burr Ridge hotels and restaurants. He also indicated that he would like to defer the printing of the map until next fiscal year, due to a proposed annexation that would allow the Village to force annex a section of the area at the south end of town. After some discussion, the Village Board agreed to direct the Administrator to re-budget the Pathway Map in the Hotel/Motel Tax Fund for FY 14-15.

PROPOSED GOALS AND OBJECTIVES FOR FY 14-15

Administrator Stricker presented the Board with Staff's wish list of items for FY 14-15. He stated that he would like to place \$5,000 in the Capital Projects budget for the Village's portion of a storm water improvement on the east side of KLM Park, in cooperation with the Village of Hinsdale. He stated that this improvement will benefit Burr Ridge residents who are located on the east side of the Park and Hinsdale has agreed to cover the other 50% of the cost, or \$5,000.

Administrator Stricker stated that the Water Committee would be discussing a recommendation from Village Staff to hire contractors to replace water meters at a cost of \$1.2 million. He stated that the current program started last year of hiring part-time employees to replace meters over a four-year period has not kept up with the number of meters that have been targeted to be replaced and felt that the cost of accelerating the program could be covered through increase in discrepancy payments, as well as the fact that we could eliminate the two part-time positions. He stated that a more detailed report would be provided to the Water Committee next week.

In addition, Administrator Stricker indicated that, if the annexation at 89th and Vine were to take place, there is a possibility of extending the main and looping the main in that neighborhood at a cost of \$120,000. He also suggested that the Village waive the annexation fees, since it would be unfair to have a couple of homeowners pay the fee and not impose the same cost on those that would be force annexed. The Board concurred with this option.

Administrator Stricker also stated that the Water Committee would be discussing the possibility of hiring an additional employee to bring water main breaks in-house. He stated that the Village is estimating that we will spend over \$220,000 this year in water main

break repairs and that approximately half of that cost could be reduced if the repairs were conducted in-house.

Administrator Stricker stated that the Police Department is looking to replace two vehicles in FY 14-15 and would like to replace two sedans with Ford Interceptor Utility All-Wheel Drive SUV vehicles. Police Chief John Madden stated that he would like to eventually replace all squad cars with the utility vehicles.

Administrator Stricker stated that, every few years, he brings up the idea of moving toward a paperless Board book by purchasing computers for the Trustees. He stated that the cost to provide tablets for the Board members would be in the amount of \$7,000, with an additional \$5,000 for Department Heads. Trustee Diane Bolos stated that she would prefer using tablets and was in support of the project. The consensus of the Board was to pursue this initiative in FY 14-15.

Administrator Stricker stated that Staff would like to budget \$20,000 to hire a consultant to help redesign the Village's website. The Administrator indicated that all previous versions of the website have been done in-house, but that, at this stage, using some outside consulting could help upgrade the site. Trustee Bolos suggested that any consultants hired be local, if possible and once again suggested that there may be residents who have a level of expertise in this area who could volunteer to help with the project.

Trustee Len Ruzak stated that he felt that the Village Hall sign should be replaced and asked if there were any dollars included for new signage. In response, Administrator Stricker stated that Trustee Guy Franzese had also suggested that the \$35,000 that was set aside for landscaping for next fiscal year, but used for the renovation of the Village Hall this year, be reinstated. He stated that he would look to see if there was a possibility of adding some additional dollars in the FY 14-15 Budget for this purpose.

SALARY OF ELECTED OFFICIALS

Administrator Stricker indicated that the Board had tabled this issue to the Budget process and, therefore, added it to this agenda. After some discussion, it was agreed that the issue of salaries for elected officials should be discussed during the Budget Workshops in March.

ADJOURNMENT

There being no further business, a **motion** was made by Trustee Diane Bolos to adjourn the meeting. The motion was **seconded** by Trustee Janet Ryan Grasso and **approved** by a vote of 5-0. The meeting was adjourned at 9:03 p.m.

Respectively submitted,



Steve Stricker
Village Administrator

SS:bp

5C

Burr Ridge Veterans Memorial Committee

Minutes of Meeting Wednesday October 30, 2013

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

2. Roll Call

Present in addition to Chairman Leonard Ruzak, John Curin, Mickey Straub
John Moskal, Russell Smith, and Jack Schaus, and Ken Thompson.

Absent: Cody Curin

3. Minutes of the previous meeting of September 25th, 2013, were read. Motion to accept minutes by John Curin; second by Jack Schaus. Motion carried.

4. Written Financial Report by Jack Schaus, Treasurer, showed current balance of \$33,340.18 (October). Motion to accept Treasurer's report by Russell Smith; second by John Curin. Motion Carried.

5. Old Business:

John Curin Recommended to invite the Marmion Military Band for the upcoming Armed Forces Day event on May 17th, the Committee has agreed and will offer \$100 for gasoline usage.

Committee is looking for speakers for the upcoming Armed Forces Day, one idea is Inviting a Trainer of the Military Dogs. The Patriot Award Nomination Forms will Be available for the January 29th meeting.

6. New Business:

Chairman Ruzak brought up the idea of a possible fund raiser "Run for the Veterans" Which would be a 5k Race within the Village, and could possibly take place in July.

7. General Discussion:

None

8. Adjournment:

Motion by John Curin to adjourn; second by Ken Thompson. Motion carried.

Meeting adjourned at 5:00 P.M. Next meeting is Wednesday, February 26th, 2014.

5D

**MINUTES
ECONOMIC DEVELOPMENT COMMITTEE
Wednesday, January 29, 2014**

CALL TO ORDER

The meeting was called to order by Chairperson Mickey Straub at 7:08 p.m.

PRESENT

Present were Chairperson Mickey Straub, Trustee Len Ruzak, Trustee John Manieri (arrived 7:40 p.m.), Sheryl Kern (arrived 7:09 p.m.) and Zach Mottl

ABSENT

Absent were Bhagwan Sharma and Mike Donahue

ALSO PRESENT

Village Administrator Steve Stricker, Communication and PR Coordinator Janet Kowal, Marketing Consultant Phil Yaeger, of Boost Creative Marketing, Mike Haddad and Alan Nickelson(sp?), of Marriott Hotel, Vicki Kroll, of Spring Hill Suites

While waiting for a quorum, Mayor Straub mentioned that there is still a need to discuss the vision for the Economic Development Committee moving forward, which was included on the November meeting agenda that was cancelled. He stated that, due to other priorities, that item will need to be postponed until the March meeting.

Sheryl Kern arrived at 7:09 p.m.

APPROVAL OF MINUTES

A **motion** was made by Zach Mottl to approve the minutes of September 17, 2013. The motion was **seconded** by Trustee Len Ruzak and **approved** by a vote of 4-0.

RECEIVE/FILE RESTAURANT MARKETING COMMITTEE MINUTES OF DECEMBER 5, 2013

A **motion** was made by Zach Mottl to Receive and File the Restaurant Marketing Committee minutes of December 5, 2013. The motion was **seconded** by Trustee Len Ruzak and **approved** by a vote of 4-0.

RECEIVE/FILE OF HOTEL MARKETING COMMITTEE MINUTES OF DECEMBER 5, 2013

A **motion** was made by Trustee Len Ruzak to Receive and File the Hotel Marketing Committee minutes of December 5, 2013. The motion was **seconded** by Zach Mottl and **approved** by a vote of 4-0.

HOTEL MARKETING PLAN FOR FY 14-15

Phil Yaeger, of Boost Creative Marketing, stated that he was happy to once again assist the Village in bringing quality business to Burr Ridge. Mr. Yaeger began his presentation by passing out various print ads that have been used over the past year, such as *West Suburban Living*, *Hinsdale Living*, *Hinsdale 60521*, *Glancer Magazine*, *Suburban Life*, *Doings*, *Southtown Star*, *The Hinsdalian* and *Trib Local*. He indicated that on several occasions where appropriate the Restaurant and Hotel Marketing Committees worked together to publish a joint ad.

Mayor Straub suggested that the Committees consider a “catch phrase” and create a campaign around it. He stated that he agreed with Mr. Yaeger that the marketing effort needs to keep Burr Ridge at top of mind.

Mr. Yaeger stated that the Chicago area market has recovered from the recession and that the foreseeable future is very positive.

Mr. Yaeger presented the Committee with the hotel performance spreadsheet, which showed the progress of Burr Ridge hotels in terms of occupancy, average daily rate, revenue to available room rate and room revenue, as compared to the Oak Brook, Willowbrook and Midway Airport market. He stated that over the past year occupancy had increased 6%, which was higher than all of the other markets and room revenue went up 5.6%, which was also higher than all the other markets. He stated that over a four year period, occupancy is up 40.6% and room revenue is up 47.1%, both numbers were higher than all the other markets. In addition, he stated that the numbers would look even better if it was not for the Quality Inn.

Mr. Yaeger briefly pointed out that the other hotel markets do spend a considerable amount of money in marketing and that is a reason why we need to continue to be competitive by marketing Burr Ridge hotels.

Mr. Yaeger presented the marketing objectives for FY 14-15, which was to:

1. Increase the awareness of Burr Ridge and the Burr Ridge hotels by creating interest in staying in Burr Ridge in key targeted audiences, including local residents, group tour operators, meeting planners and visitors to the Chicago area from feeder markets.
2. Inform each of the target audiences as to the exact geographic location of the Village of Burr Ridge and its related benefits.
3. Provide unique and compelling reasons for each audience to stay in Burr Ridge for either business or pleasure.
4. Maximize the budget by combining marketing of both Burr Ridge hotels and Burr Ridge restaurants when appropriate.

He stated that the marketing strategies for FY 14-15, which were approved by the Hotel Marketing Committee, include:

1. Concentrating the majority of the marketing budget on reaching Chicago area residents and businesses.
2. Expanding the use of online social media.
3. Maximizing market potential of Choose Chicago (formerly the Chicago Visitors and Convention Bureau).
4. Maintain a constant presence with Chicago area corporate business meeting planners.
5. Expand the use of video through the website, You Tube and social media.
6. Use local newspapers and magazines throughout the year to promote events and help create top of mind awareness.
7. Use WLIT holiday music radio promotion to keep brand awareness for Burr Ridge.

Mr. Yaeger presented the media plan, as well as the budget in the amount of \$250,000. Village Administrator Steve Stricker stated that the \$250,000 budget has not changed for the past three years and the Hotel Marketing Committee would like to see it be increased in future years.

Communication and Public Relations Coordinator Janet Kowal stated that MPI has expos and conventions from time to time and wondered if the Hotel Marketing Committee has a presence at these events. Mr. Yaeger stated that, in the past, they have not, but that he would investigate the possibility.

In response to a question from Mayor Straub, both Vicki Kroll, of Spring Hill Suites, and Mike Haddad, of Marriott Hotel, indicated that occupancy last year was around 72%.

Trustee Len Ruzak asked how much other communities are spending on hotel marketing. In response, Administrator Stricker stated that it varied, based on the tax rate and the fact that several of the markets are in convention and visitor bureaus and, therefore, the marketing is done by them and not directly by the municipality. He stated that he would look into this further.

After some discussion, a **motion** was made by Zach Mottl to approve the FY 14-15 Hotel Marketing Plan. The motion was **seconded** by Trustee Len Ruzak and **approved** by a vote of 4-0, with Trustee John Manieri abstaining.

HOTEL/MOTEL TAX FUND BUDGET FOR FY 14-15

Administrator Stricker presented the EDC with the FY 14-15 Hotel/Motel Tax Fund Budget. He indicated that revenues are projected to be down slightly in FY 13-14 and that for FY 14-15 the increase was reduced from 5% last year to 3% this year. He stated that last year's 5% proposed increase may have been too aggressive. He stated that, in addition to a \$250,000 marketing budget, the budget included \$4,360 for gateway maintenance, \$34,750 for gateway projects, a \$45,910 transfer to Debt Service and \$15,000 for engineering associated with the Bridge project. In addition, he stated that \$38,000 was included for hotel programs and tourism, which included \$6,000 again for Armed Forces Day and

\$15,000 for summer concert title sponsorship. In addition, he indicated that an additional \$3,000 would need to be included for the preparation of a pathway map. He stated that the Hotel Marketing Committee would have an ad in the map and it could be used to pass out to guests looking for a place to walk.

In response to a question from Trustee John Manieri, Administrator Stricker stated that the installment loan for the beautification along County Line Road would expire after FY 18-19.

After some discussion, a **motion** was made by Trustee Len Ruzak to recommend approval of the FY 14-15 Hotel/Motel Tax Fund Budget. The motion was **seconded** by Zach Mottl and **approved** by a vote of 5-0.

RESTAURANT MARKETING PLAN FOR FY 14-15

Consultant Phil Yaeger presented the EDC with an overview of what the Restaurant Marketing Committee did in FY 13-14. He stated that, due to the limited \$50,000 budget, the program would be very similar for FY 14-15.

He indicated that marketing objectives for FY 14-15 included:

1. Increase awareness for all the restaurants in Burr Ridge among adults within a 20-mile radius of Burr Ridge.
2. Establish a top of mind awareness for Burr Ridge as a destination for a variety of restaurant choices.
3. Encourage trial, repeat visits and loyalty for the restaurants in Burr Ridge among all audience segments.
4. Educate the target audience about the diversity in dining options and eating choices in Burr Ridge.
5. Leverage the marketing efforts of both Burr Ridge restaurants and Burr Ridge hotels.

He stated that the marketing strategies for FY 14-15 include:

1. Use of mixed online and offline media.
2. Actively and consistently use social media.
3. Use local newspapers and their online components to encourage target audiences.
4. Employ the use of strategic couponing to encourage trial and retrial of Burr Ridge restaurants.
5. Drive traffic to Burr Ridge restaurants through the use of BurrRidgeRestaurants.com websites.
6. Promote a Burr Ridge Restaurant Week in September to bring attention to the variety and quality of restaurants located in Burr Ridge.
7. Continue to provide area hotels with Burr Ridge restaurant brochures.
8. Develop local recognition by sponsoring a Burr Ridge summer concert.

Mr. Yaeger presented the FY 14-15 Media Plan and budget in the amount of \$50,000.

The Committee discussed the need for additional restaurants in the Village, especially a family-friendly restaurant. Administrator Stricker stated that a more casual restaurant was proposed for Building 5B in the Village Center, but that several residents in that building voiced their objections, because it had a sports bar theme.

Trustee Manieri stated that that was the type of restaurant that we had hoped for in the Village Center, but that location may no longer be the best for that type of restaurant. He indicated that the developer of the Village Center may need to trade off some prime retail space in exchange for the space in Building 5B. In response, Administrator Stricker stated that two prime locations could be the Coldwater Creek and the Ann Taylor Loft sites and that he had spoken to a restaurant operator in the past about those locations.

Administrator Stricker stated that the Restaurant Marketing Committee feels that the program has been a success, but would like to be able to spend more than \$50,000. He stated that once additional restaurants are located in the Village and, therefore, additional revenue becomes available, he would be recommending that the budget be increased.

Mayor Straub stated that the Village has 19 restaurants and that we need to publicize that.

In response to a question from Trustee Ruzak, Mr. Yaeger stated that the Restaurant Marketing Committee wanted to hold a Restaurant Week campaign again this year, but to do it in September, after Labor Day.

Trustee Ruzak mentioned the Let Us Entertain You rub-off coupon and suggested that the Committee consider a similar program. Mr. Yaeger stated that the Committee did a stamp program in FY 13-14 where participants were asked to have cards stamped at each restaurant, with completed cards submitted for a drawing. He stated that wherever possible he is sharing costs of restaurant marketing with hotel marketing to make the dollars to further.

Trustee Manieri stated that he was disappointed that Topaz did not open up their restaurant for the car show. He stated that he could not support the car show if the businesses and restaurants don't support it.

After some additional discussion, a **motion** was made by Trustee Len Ruzak to approve the FY 14-15 Restaurant Marketing Plan. The motion was **seconded** by Zach Mottl and **approved** by a vote of 5-0.

RESTAURANT MARKETING BUDGET FOR FY 14-15

Administrator Stricker presented the Committee with the FY 14-15 Restaurant Marketing Budget. He indicated that the Budget is for \$50,000. However, the budget shows \$55,000 due to the fact that there are expenditures that occur before the beginning of the next fiscal year that will have to be paid in the prior fiscal year. Therefore, an additional \$5,000 needed to be budgeted.

After some additional discussion, a **motion** was made by Trustee Len Ruzak to approve the FY 14-15 Restaurant Marketing Fund Budget. The motion was **seconded** by Zach Mottl and **approved** by a vote of 5-0.

Administrator Stricker complimented Consultant Phil Yaeger on the job that he has been doing, working with both the hotels and the restaurants.

REVIEW OF BUSINESS SURVEY RESULTS

Communication and PR Coordinator Janet Kowal presented to the Committee the results of the 2014 Business Survey. She indicated that, although 491 surveys were mailed, the Village received back only 23 completed surveys, resulting in a 5% response rate. She indicated that, in future years, the Village should consider using an online survey tool. She indicated that the comments that the Village received were mostly positive. The most favorable ranking of measures included responsiveness of Village Hall Staff, courtesy of Village Hall Staff, Police response to calls for service, apprehension of criminals and courtesy of Police personnel. She stated that the lowest ranked measures included zoning and building enforcement, utility connection fees, property tax rate, building permit fees and building permit process. Administrator Stricker stated that this is not surprising and is consistent with surveys the Village has conducted in the past.

EDC BUSINESS BREAKFAST

Administrator Stricker stated that he had budgeted \$3,000 for a Business Breakfast and at the last meeting the Committee discussed the possibility of holding it sometime in March. Trustee Ruzak stated that he felt that we needed to open communication with our businesses and that a business breakfast would be a good idea. Trustee Manieri asked about the cost and if it was really necessary to conduct a business breakfast. Committee member Sheryl Kern stated that she felt that the business breakfast should be conducted, but it should be considered a business appreciation breakfast.

Administrator Stricker stated that he had contacted Burr Ridge Bank and Trust and that they would be more than happy to provide a speaker to talk about economic forecasting. He stated that the typical agenda would be to open the meeting with an update on events going on in the Village, followed by the keynote speaker and then leaving at least 15-20 minutes for businesses to discuss any concerns they may have.

After some discussion, a **motion** was made by Trustee Len Ruzak to direct Staff to conduct a Business Appreciation Breakfast on April 24 at the Marriott Hotel. The motion was **seconded** by Sheryl Kern and **approved** by a vote of 4-1, with Trustee Manieri opposed.

After additional discussion, it was agreed not to budget for a Business Breakfast in FY 14-15 and that the Committee could determine to continue to conduct a Business Breakfast in future years.

FUTURE AGENDA ITEMS

Administrator Stricker stated that he had invited Scott Rolston, Property Manager of the Village Center, to the EDC meeting in March and that the future of the Economic Development Committee would also be discussed at that time. Trustee Manieri suggested that we invite Bob Garber to a future meeting. After some discussion, it was agreed that the March Economic Development Committee meeting would be held on March 25, due to the fact that the Mayor would be out of town for the regular scheduled meeting on March 18. Trustee Ruzak suggested that we give M & M Mars an appreciation plaque for all they do for the Village. It was agreed that this issue would be discussed at the next meeting, with the possibility of recognizing a business that shows outstanding community service and involvement.

VILLAGE CENTER UPDATE

No report.

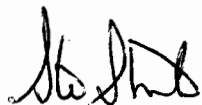
NEW DEVELOPMENT UPDATE REPORT

The update report was included in the agenda packet, however, no discussion was necessary.

ADJOURNMENT

There being no further business, a **motion** was made by Trustee John Manieri to adjourn the meeting. The motion was **seconded** by Sheryl Kern and **approved** by a vote of 5-0. The meeting was adjourned at 9:30 p.m.

Respectfully submitted,



Steve Stricker
Village Administrator

SS:bp

5E

**MINUTES
WATER COMMITTEE MEETING
Monday, February 3, 2014**

CALL TO ORDER

The meeting was called to order by Chairperson Al Paveza at 7:05 p.m.

ROLL CALL

Present: Chairperson Al Paveza, Trustee Diane Bolos and Trustee John Manieri

Absent: None

Also Present: Village Administrator Steve Stricker, Public Works Director Paul May, Water & Sewer Division Supervisor Jim Lukas and Finance Director Jerry Sapp

MINUTES APPROVAL

A **motion** was made by Trustee John Manieri to approve the minutes of February 19, 2013. The motion was **seconded** by Chairperson Al Paveza and **approved** by a vote 3-0.

UPDATE/DISCUSSION REGARDING STAFFING/WATER MAIN BREAK REPAIR

Public Works Director Paul May stated that a year ago the Water Committee determined that water main breaks should be conducted in-house, beginning in FY 2014, and that initial preparations should be made in FY 13-14. He stated that in calendar year 2013, 38 water main breaks were recorded, which was significantly above the average for the Village of Burr Ridge, since the average is normally around 21. He stated that the repair cost this year exceeded \$180,000.

Public Works Director May stated that the Water Department had three primary new initiatives in FY 13-14. The first was to begin the process of bringing preparing for the repairing of main breaks in-house. The second was to bring water meter reading in-house and the third was to accelerate the meter replacement program. He stated that as part of the process to repair water main breaks in-house, he has been training his employees throughout the year and encouraging one of the General Utility Worker I employees to obtain his water license so he could be promoted to General Utility Worker II. He stated that in order to begin the process of repairing water main breaks in-house, one additional GUW I employee will need to be hired at the beginning of FY 14-15, as proposed by the Water Committee previously, and several pieces of necessary equipment will need to be purchased, including a trench box, lighting system, pavement saw, pavement breaker, a utility trailer and tapping equipment. In response to a question from Trustee Bolos, Water Supervisor Jim Lukas stated that all the equipment that he feels is necessary has been included in this year's budget.

Public Works Director May stated that, in order to conduct in-house water main repairs, there needs to be a fully-trained four-man crew, with one being the operator of the heavy

equipment, a hole man, a top man and a driver. After some discussion, it was agreed that the in-house repair of water main breaks should proceed as planned.

CONTRACTUAL METER REPLACEMENT ALTERNATIVES

Public Works Director May stated that he was having difficulty retaining personnel for the part-time meter reader positions and that those positions have been filled five times during the last year. He stated that because of the turnover, the meter replacement program has suffered significantly and the DPW has not been able to install the 700 meters per year that was originally proposed.

He stated that the Village has documented that with the upgraded in meters over the past year or so, the number of discrepancies between the inside and the outside meter has increased and it was his opinion that the meter replacement program should be accelerated to remove the older meters and resolve potential discrepancies. Mr. May suggested that this work be performed by a contractor, and provided an analysis which indicated that the remaining 2,800 meters could be replaced within two years, and that the cost for the program would be recovered within two years due to the reconciliation of discrepancies.

In response to a question from Chairperson Paveza, Jim Lukas stated that it could take a meter replacement employee anywhere from 20 minutes to 2 hours to replace a meter, depending on several factors, including whether wiring needs to be replaced, whether the valve works and where the meter is found in the basement. He stated that many residents have finished their basements after the original meter installation, making it difficult to access.

Mr. May also reminded the Committee that once all the new meters are in place, the Village will utilize a drive-by meter reading system and would no longer need meter readers.

In response to a question from Trustee Bolos, Public Works Director May stated that, of the 170 meters or so that were replaced over the last several months, about half had shown a discrepancy.

In response to a question from Chairperson Paveza regarding the cost of hiring a contractor to complete the project, Mr. May stated that the majority of the cost is found in the cost of the replacement meters themselves, which we would have to spend anyway. He stated that the labor to replace a meter is approximately \$105, but the cost of a standard meter is around \$300.

Chairperson Paveza suggested that Staff consider the possibility of hiring a full-time person to be dedicated to water meter replacement, in lieu of hiring a contractor. He stated his concern regarding the overall cost, as well as the issue surrounding handling discrepancies all at one time. In addition, he stated that he felt that a contractor would not be able to complete all of the replacements in a year anyway, due to scheduling. He also raised concerns regarding public relations and the fact that these would not be our employees that would be scheduling and actually conducting the change outs.

In response, Mr. May stated that he would like the opportunity to further review the concept of hiring a full-time person, but stated that he believes the weak link in the whole process would be scheduling. He stated that the DPW only has one part-time secretary who would be available to schedule meter replacement appointments and that it would be difficult to accelerate the meter program in-house without additional secretarial help. He also stated that, due to the fact that it is difficult to get into some homes because people work, there would be a need for the employee to work evenings and Saturdays. Administrator Stricker stated that, based on the amount of meters that could be completed by a full-time person, it appeared that the project would have to be spread over a minimum of four years.

Trustee Bolos agreed with Chairperson Paveza that it would be unfavorable to hire a contractor to change out all the meters all at once and suggested that a full-time person be hired as suggested by Chairperson Paveza, but that in addition the Village keep one part-time meter reader and turn the other part-time meter reader into a part-time Customer Service person who could help with scheduling appointments. Trustee John Manieri agreed with Trustee Bolos' suggestion.

After some discussion, Public Works Director May stated that he would like to have the opportunity to study this matter further and prepare a report for the Water Committee before any final decision is made.

Chairperson Paveza stated that he would like to spend a little time discussing the issue of discrepancies. He stated that with the increase in the number of discrepancies as the Public Works Department has reported and the acceleration of meter replacement, the Village would need an ad campaign to inform residents that having to pay an additional cost for water use not billed previously would be a possibility. Trustee Manieri agreed and stated that information not only be mentioned at the Board meeting, but in newsletters, water bills and possibly a letter sent to every resident. He also suggested that we enlist the help of Homeowners' Associations and attend their meetings to discuss this issue.

Chairperson Paveza stated that with all of the discrepancies, he wondered if there should be a new policy in regard to how they are handled. In response, Administrator Stricker stated that the Village has a long-standing policy in terms of handling meter discrepancies, which is to average the water rate based on how long it has been since the meter was last read. He also indicated that a 24-month payment plan is provided. He stated that the policy has been in place for more than two decades and it has been adhered to consistently. He stated that it would not be fair to those residents who have paid the discrepancy bill under this policy to have it changed now. Public Works Director May stated that it may be a good idea to formalize this policy and the specific computation method in the Ordinance. In response, both Chairperson Paveza and Trustee Manieri agreed.

Trustee Bolos asked what would happen if a resident would not allow the Village to change its meter. In response, Administrator Stricker stated that he believes there is something in the Ordinance in regard to this matter, but that if there isn't, it should be included. He stated that ultimately if a resident were to refuse access to their home after several attempts, the Village would threaten to have the water shut off. He stated that the same would hold true

if a resident decided not to pay the discrepancy amount and that historically every resident who has been in this situation has ultimately paid. He reminded the Committee that residents of the Village are water rate payers and should have an expectation that everyone will pay for the water that they use. He stated that when a discrepancy occurs, it simply means that residents were not billed for water that they actually used. Again, he stated that everyone in the past has ultimately paid the amount of their discrepancy and to change the policy now would be unfair to those that paid in the past.

The Committee directed Staff to amend the Ordinance as necessary and agreed to discuss this matter again in conjunction with the meter replacement program.

WHOLESALE WATER RATE ADJUSTMENTS

Public Works Director May stated that Chicago has passed along another 15% increase, beginning January 1, and that Bedford Park has passed along the percentage increase to us. He stated that the Village should not pass along the percentage increase, but the dollar amount, which equals \$0.59 per 1,000 gallons. In response to a question from Chairperson Paveza, Mr. May stated that the \$0.59 increase would be included on all three tiers and the commercial rate.

After some discussion, a **motion** was made by Trustee John Manieri to recommend approval of the water rate increase in the amount of \$0.59 per 1,000 gallons. The motion was **seconded** by Trustee Diane Bolos and **approved** by a vote of 3-0.

POTENTIAL ANNEXATION & WATER MAIN EXTENSION (89th & VINE STREETS)

Public Works Director May stated that residents near 89th and Vine have shown an interest in annexing to the Village and, if they do so, they would extend the water main. He stated that, in order to provide a more efficient system, the Village should extend the main to create a looped system. He stated that the cost would be approximately \$120,000 and was included in the FY 14-15 Budget.

In response to a question from Administrator Stricker, Mr. May stated that a few property owners could tap into either the water main constructed by the resident or by the Village and that there would be a recapture Ordinance prepared for both water main projects.

PRESENTATION OF 2013 CONSUMPTION AND FY 14-15 WATER FUND BUDGET

Finance Director Jerry Sapp presented the Committee with his annual Consumption Report, which showed consumption for calendar year 2013 in the amount of 588,499,000 gallons, which was a decrease of 76,000,823 gallons. He stated that revenues came in at \$3,828,512, which was \$187,261 less than the year before. He stated that there was a very dry summer in 2012 and even though consumption was a little higher than the previous three year average, it was lower than last year. Chairperson Paveza asked why there was such a large difference in the water consumed between 2013 and 2012 during the month of November in the first residential tier. In response, Mr. Sapp stated that he was not sure of the reason and agreed to look into it.

Public Works Director Paul May presented the Committee with a draft of FY 14-15 Water Fund Budget. He indicated that the Budget would need to be revised significantly to eliminate the concept of hiring a contractor to replace meters and instead install an additional full-time person. In response to a question from Trustee Bolos, Mr. Sapp stated that water use was not for discrepancies, but for portable water meters that contractors use. He stated that payments are just a part of the normal water sales number. In response to a question from Trustee Manieri, Administrator Stricker stated that the discrepancy bill revenue is comingled with normal water sales, but that Staff could provide the Board with a separate discrepancy report on an annual basis.

In response to a question from Trustee Bolos, Public works Director May stated that, although equipment purchases are down, it was due to the fact that water meters are now shown to be purchased in the Improvement line item under Capital Outlay. He stated that the amount shown of \$70,500 in equipment was for the equipment used for water main breaks and that this number will increase when the purchase of meters is added back in.

After some discussion, it was agreed that the Committee would review the Budget once again after the changes regarding water meter replacements were made. It was agreed that the Committee would meet prior to the Board meeting on February 24, at 6:15 p.m., in the Police Department.

ADJOURNMENT

There being no further business, a **motion** was made by Trustee Diane Bolos to adjourn the meeting. The motion was **seconded** by Trustee John Manieri and **approved** by a vote of 3-0. The meeting was adjourned at 8:50 p.m.

Respectively submitted,



Steven Stricker
Village Administrator

SS:bp

SF

PLAN COMMISSION/ZONING BOARD OF APPEALS

VILLAGE OF BURR RIDGE

MINUTES FOR REGULAR MEETING OF

FEBRUARY 3, 2014

1. ROLL CALL

The Regular Meeting of the Plan Commission/Zoning Board of Appeals was called to order at 7:30 P.M. at the Burr Ridge Police Station, 7700 County Line Road, Burr Ridge, Illinois by Chairman Trzupek.

ROLL CALL was noted as follows:

PRESENT: 6 – Grunsten, Hoch, Scott, Grela, Praxmarer, and Trzupek

ABSENT: 1 – Stratis

Also present was Community Development Director Doug Pollock.

2. APPROVAL OF PRIOR MEETING MINUTES

A **MOTION** was made by Commissioner Grela and **SECONDED** by Commissioner Grunsten to approve minutes of the December 16, 2013 Plan Commission meeting.

ROLL CALL VOTE was as follows:

AYES: 5 – Grela, Grunsten, Scott, Praxmarer and Trzupek

NAYS: 0 – None

ABSTAIN: 1 – Hoch

MOTION CARRIED by a vote of 5-0.

3. PUBLIC HEARINGS

A. V-01-2014: 8462 Meadowbrook Drive (Leja); Variation

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

Mr. Pollock summarized the request as follows: The property owner would like to add to an existing detached garage. The garage is located in a side and front yard and the Zoning Ordinance requires that all detached buildings be located in the rear yard. A variation is being requested to allow an addition to a garage with the existing garage located in a front and side yard and the addition being in the side yard.

Chairman Trzupek asked the petitioner for comments and questions.

Mr. Kazimierz Leja said that he is the property owner and the petitioner. He said that the picture of the garage submitted with the petition shows a brick façade but that the garage will be siding similar to the house. He said that there are no homes in the Meadowbrook Drive area that have detached garages in the back yard. He said there are two homes with detached garages in the side yard and the others have attached garages. He said putting the garage in the back yard would not look as good as keeping it in the side yard.

Chairman Trzupek asked if there was anyone in the audience wishing to speak on this matter. There were none.

Chairman Trzupek asked the petitioner about the amount of the existing garage that was being preserved. Mr. Leja said that the foundation, three walls, and the roof trusses of the existing garage would be kept.

Commissioner Praxmarer asked if any of the neighbors commented on the variation and if the existing shed was to be removed. Mr. Leja said he had not heard from any neighbors and that the shed would be removed. Mr. Pollock added that he did not get any calls from other residents regarding this request.

Commissioner Grela said that the Commission usually receives better drawings showing greater detail of the proposed building. He said that he cannot identify a hardship other than perhaps the cost of re-locating the garage. In response to Commissioner Grela, Mr. Leja clarified that he is keeping most of the walls and roof and the new garage would have the same width but extended toward the rear yard.

Commissioner Scott asked if the petitioner looked at the cost of relocating the garage to the rear yard. Mr. Leja said he did not because he assumed the cost would be too much and that he feels the garage would look better and function better in its current location.

Commissioner Hoch asked if the garage will look about the same from the street and if the existing shed would be removed. Mr. Leja said that the garage would look the same except it would have new siding and new roof. He added that the shed located in the side yard would be removed.

Commissioner Hoch noted that the approval of the variation will not increase the extent that the garage is non-conforming and that it will result in the removal of one, non-conforming building.

Commissioner Grunsten said that she is struggling with whether there is a hardship for this variation. In response to Commissioner Grunsten, Mr. Leja said that the garage would be used for two cars plus lawn and gardening equipment.

Mr. Leja added that he would agree to plant additional trees between the street and garage.

Chairman Trzupek confirmed with Mr. Pollock that if the garage and the proposed garage addition were attached to the house they would be permitted and a variation would not be needed. He added that he believes if it were a complete removal, it would be different but with this variation being an addition that does not increase the non-conformity, it may be acceptable.

Commissioner Grela stated that after hearing the testimony tonight, he believes that the requirement to completely remove the existing structure to comply with the Zoning Ordinance is a hardship similar to the variation that was granted for the addition to the house.

Chairman Trzupek concurred stating that the hardship is that the existing garage cannot be expanded without removal or a variation.

Mr. John Bittner, 2 Hidden Lake Drive, said that he thinks the variation should be approved to allow the resident to make a significant improvement to the property.

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

A **MOTION** was made by Commissioner Grela and **SECONDED** by Commissioner Grunsten to close the hearing for V-01-2014.

ROLL CALL VOTE was as follows:

AYES: 5 – Grela, Grunsten, Hoch, Scott, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

A **MOTION** was made by Commissioner Grela and **SECONDED** by Commissioner Scott to recommend approval to the Board of Trustees of V-01-2014, a variation from Section IV.I.1 of the Zoning Ordinance to permit the expansion of a detached garage located in a side yard subject to the following conditions:

A. The variation shall be limited to the existing garage and an addition to said garage that extends to the west as per the submitted site plan.

B. The total area of the garage with the addition shall not exceed 1,250 square feet.

ROLL CALL VOTE was as follows:

AYES: 4 – Grela, Scott, Hoch, and Trzupek

NAYS: 1 – Grunsten

MOTION CARRIED by a vote of 4-1.

4. **CORRESPONDENCE**

There was no discussion regarding the Board Report.

5. OTHER CONSIDERATIONS

A. PC-01-2014: Annual Zoning Ordinance Review

Chairman Trzupek asked Mr. Pollock to provide a review of this item.

Mr. Pollock presented the written report that summarizes all activities of the Plan Commission during the calendar year 2013. He said that the Commission conducts this review each year to determine if there are any trends that need to be addressed or if there are clarifications or other amendments to the Zoning Ordinance that would be appropriate. He concluded that staff does not have any recommendations for further action.

Ms. Alice Krampits was in the audience and asked about expanding the range for public hearing notice letters. Mr. Pollock said the current practice is to send letters to property owners within 500 feet of the subject property.

The Commission discussed whether to extend the range to 750 feet. Although some members believed the existing 500 feet was acceptable, there was a general consensus to recommend that the Board review this and change the minimum to 750 feet.

Mr. Pollock said he was not sure if a public hearing would be necessary or if this could be done administratively.

A **MOTION** was made by Commissioner Grela and **SECONDED** by Commissioner Grunsten to recommend that the Board of Trustees either authorize the Plan Commission to conduct a public hearing to extend the public hearing notice range to 750 feet or if a public hearing is not necessary, for the Board of Trustees to direct staff to begin providing notice for public hearings to all property owners within 750 feet of a property.

ROLL CALL VOTE was as follows:

AYES: 5 – Grela, Grunsten, Hoch, Scott, and Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 5-0.

6. FUTURE SCHEDULED MEETINGS

Mr. Pollock reported that there is nothing scheduled for the February 17, 2014 meeting and the deadline for publishing legal notices has passed.

A **MOTION** was made by Commissioner Scott and **SECONDED** by Commissioner Praxmarer to cancel the February 17, 2014 meeting. The **MOTION** was unanimously approved by **VOICE VOTE** of the Plan Commission.

7. ADJOURNMENT

A **MOTION** was made by Commissioner Grunsten and **SECONDED** by Commissioner Praxmarer to **ADJOURN** the meeting at 8:48 p.m. **ALL MEMBERS VOTING AYE**, the meeting was adjourned at 8:48 p.m.

**Respectfully
Submitted:**

March 3, 2014

J. Douglas Pollock, AICP

6A

ORDINANCE NO. A-____-____-14

**ORDINANCE AUTHORIZING AMENDMENT TO ANNEXATION AGREEMENT
(Madison Estates – formerly: “*Seventh Day Adventist Church*”)**

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, did hold a public hearing to consider an amendment to “Annexation Agreement (Seventh Day Adventist Church)” dated May 22, 2000, said Amendment being entitled “Amendment to Annexation Agreement (**Madison Estates – formerly: “*Seventh Day Adventist Church*”**)” a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

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

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

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

Section 1: That this Mayor and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents that the aforesaid “Amendment to Annexation Agreement (Meadowbrook Place)” be entered into and executed by said Village of Burr Ridge, with said Amendment to be in the form attached hereto and made a part hereof as **Exhibit A**.

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

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 10th day of February, 2014, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of February, 2014, by the Mayor of the Village of Burr Ridge.

Village President

ATTEST:

Village Clerk

**AMENDMENT TO ANNEXATION AGREEMENT
(Madison Estates – formerly: “Seventh Day Adventist Church”)**

THIS AMENDMENT (the “Amendment”) is hereby made by and between the VILLAGE OF BURR RIDGE, a municipal corporation (the “Village”) and McNaughton Development, INC., an Illinois Corporation, as contract purchaser and developer (hereinafter sometimes referred to as “Developer”) of the Subject Property described hereinafter, and the ILLINOIS ASSOCIATION OF SEVENTH DAY ADVENTISTS, a not-for-profit corporation (hereinafter sometimes referred to as “Owner”)(Owner and Developer are sometimes hereinafter collectively referred to as “Owners”), on this ____ day of _____, 2014, said Amendment being made to the previously approved and recorded Annexation Agreement entered into the 22nd day of May, 2000, by and between the VILLAGE OF BURR RIDGE, a municipal corporation (hereinafter the “Village”) and the ILLINOIS ASSOCIATION OF SEVENTH DAY ADVENTISTS, a not-for-profit corporation, the owner under said Agreement.

WITNESSETH:

WHEREAS, the Developer is the current record title holder of the property legally described as follows:

THE NORTH 497 FEET OF THE WEST 439.24 FEET OF THE
NORTH ½ OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP
37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN (EXCEPT THEREFROM THE SOUTH 2 ACRES
THEREOF AND ALSO EXCEPTING THAT PART TAKEN FOR
STREETS AND HIGHWAYS) IN DUPAGE COUNTY, ILLINOIS

Permanent Real Estate Index Number:

10-01-100-001

With a common street address of:

10S023 Madison Street, Burr Ridge, Illinois (the “Subject
Property”).

The property size is approximately 2.8 acres.

WHEREAS, the development of the Subject Property by Developer as provided herein will promote the sound planning and development of the Village as a balanced community and will be beneficial to the Village; and

WHEREAS, Owner of the Subject Property and Village have previously entered into that certain "Annexation Agreement (SEVENTH DAY ADVENTIST CHURCH)" dated May 22, 2000, recorded with the DuPage County Recorder's Office as document no. R2000-081580 on May 31, 2000 (the "Agreement") and Owner and Village wish to amend the Agreement as provided herein; and

WHEREAS, although the Subject Property was to have been developed pursuant to the terms of the Agreement for a church use, pursuant to a special use permit, it has not yet been subdivided or developed and remains vacant; and

WHEREAS, a public hearing on this Amendment (the "Amendment") has been held by the Corporate Authorities of the Village pursuant to notice as required by law; and

WHEREAS, the parties wish to enter into a binding agreement upon the terms and conditions contained in this Amendment for a period of twenty (20) years from and after the execution of this Amendment; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Amendment, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with the subdivision of the Subject Property, such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law; and

WHEREAS, the Corporate Authorities of the Village and Developer deem it to be to the mutual advantage of the parties and in the public interest that the Agreement be amended as hereinafter provided.

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

1. **ZONING:** The zoning of the Subject Property shall remain the R-3 Single-Family Residence District under the Burr Ridge Zoning Ordinance. The Subject Property is to be developed in full compliance with the current zoning, without any variations for the lots created or structures to be constructed thereon.

2. **SUBDIVISION OF LAND:** It is understood that the Developer intends to divide the Subject Property into four (4) individual residential lots and one dry detention pond outlot. It is agreed that the Owners shall be entitled to do so in accordance with the applicable provisions of the Burr Ridge Subdivision Ordinance and as otherwise provided herein. It is further understood that the subdivision of the Subject Property shall be in substantial compliance with the preliminary plat for such subdivision of the Subject Property and the preliminary engineering submitted to the Village, such one-page plat being titled "Preliminary Plat for Madison Estates" and dated "10/25/13" and as last revised on "12/03/13" and prepared by DesignTek Engineering, Inc., 9500 Bormet Drive, Mokena, Il. 60448, attached hereto as **EXHIBIT A** and made a part hereof, and such one-page preliminary engineering being titled "Preliminary Engineering for Madison EstatesI" dated "10/25/13" and as last revised on "12/03/13" and prepared by DesignTek Engineering, Inc., 9500 Bormet Drive, Mokena, Il. 60448, attached hereto as **EXHIBIT B** and made a part hereof, the final approval of said plat and engineering being specifically conditioned upon full compliance by Owners with all Village codes and ordinances, and with the review to be conducted of the plat and engineering plans by the Village Staff and

Engineer. To the extent that such review requires additional submittals or corrections by Developer to the preliminary plat of subdivision and/or the engineering, Developer shall provide the same and such shall be subject to approval by the Village Staff or Engineer. Furthermore, as specifically provided for in the Subdivision Ordinance of the Village of Burr Ridge, the approval of the preliminary plat is specifically conditioned upon and subject to final plat approval and all the requirements of the Burr Ridge Subdivision Ordinance and requirements set forth herein. It is further understood that Owners are bound by and all improvements required by the Burr Ridge Subdivision Ordinance shall be installed by Owners at their own expense in accordance with final engineering plans approved by the Village. The Village Engineer must also approve the engineer's cost estimate for the required improvements submitted by Developer.

3. **PRELIMINARY PLAT AND SUBDIVISION IMPROVEMENTS:**

a. *Subdivision Plat:* The Subject Property shall be subdivided into no more than four (4) individual residential lots along with one dry detention pond outlet. Such lots and outlet shall be of such size, location and dimensions as generally shown on **EXHIBITS A and B** hereto, provided that the dry detention pond shall have side slopes not to exceed 4:1 and have a sod bottom.

b. *Stormwater Detention and Utilities:* Owners shall be required, at their expense, to construct and install stormwater detention facilities and utilities as indicated on **EXHIBITS A and B** hereto and in the final engineering review to be conducted by the Village engineer. The utilities to serve each of the subdivision lots are to be extended to each lot as required by the Subdivision Ordinance of the Village, subject to the review and approval of the Village Engineer.

c. *Final Plat Approval:* The approval of the preliminary plat of the Subject

Property shall be for a one year term. Following approval of the preliminary plat of subdivision by the Village Board of Trustees, Owners shall have one year to make application for final plat approval for the Subject Property. If the application for final plat approval is not made within one year, the plat submittal shall be subject to any changes made to Village codes, ordinances or requirements since the preliminary plat approval, even if such changes are in conflict or inconsistent with the terms of this Amendment or require changes to this Amendment.

d. *Sidewalks/Right-of-Way:* The Owners shall provide curb and gutter and construct the sidewalk on the adjacent side of 87th Street as depicted on **EXHIBITS A and B** and in full compliance with the specifications of the Subdivision Ordinance except that the Village Engineer may authorize its movement away from the edge of the right of way if determined beneficial for the preservation of existing trees.

e. *Landscaping And Tree Preservation:* Owners agree to submit a tree preservation plan and landscaping plan to the Village together with the final engineering plans for the subdivision of the Subject Property, the landscaping to include a final landscaping plan for the dry detention pond outlot. In addition to compliance with the tree preservation plan approved herein, Owners shall comply with all tree preservation requirements set forth in the Burr Ridge Subdivision Ordinance. All final landscaping and tree preservation plans shall be subject to the review and approval of the Community Development Director, after consultation with the Village Forester. The subsequent individual lot owners are likewise required to submit a tree preservation plan for their individual lots to the Village and shall comply with such preservation plan approved herein. Developer shall provide notice to subsequent individual lot owners of this requirement, with a copy of such notice to the Village.

4. **CONTRIBUTIONS:** At the time of signing of this Annexation Agreement and prior to the Village adopting ordinances annexing and rezoning the Subject Property, Owners shall donate to the Village the sum of \$4,000 as Owners' share of the cost of water main improvements already constructed and Owners' share of the water distribution system of the Village. Further, at the same time, Owners shall donate to the Village the sum of \$8,000 for the Village Capital infrastructure and Expansion Fund purposes. Also, at the time of final plat approval and as required by the Burr Ridge Subdivision Ordinance, the Owners shall pay the required sums for the required school impact fee and park impact fee, which said sums at this time would be \$23,572.00 and \$31,296.80.00 respectively if the final plat of subdivision was approved and recorded concurrently with the approval of this Agreement but which sums will be re-calculated at the actual time of approval and recording of the final plat of subdivision as required by the Subdivision Ordinance of the Village.

5. **EASEMENTS:** Owners shall provide all easements, both on-site and off-site (if applicable), which may be required by the Village Engineer to enable the Subject Property and each proposed individual lot to receive water and sanitary sewer service and other public utilities, including cable television, with the Village being the named grantee in all said easements. The location for all public improvements shall be as approved by the Village and as shown on final engineering plans approved by the Village, with all utilities to be placed underground.

6. **IMPACT REQUIREMENTS:** Owners agree that any and all recaptures, contributions, dedications, donations, plans and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, and in particular the residents of the

Subject Property, with access to and use of public utilities, streets, fire protection, and emergency services. Owners further agree that the recaptures, contributions, dedications, donations and easements required by this Agreement are specifically and uniquely attributable to, reasonably related to, and made necessary by the annexation of the Subject Property.

7. **SUBSEQUENT OWNERS:** Any subsequent purchasers, including subsequent purchasers of the individual lots, 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 shall be deemed to have done so without any other confirming documentation.

8. **DISCONNECTION:** The Owners and any respective successors and assigns, including all subsequent purchasers of the individual lots, 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 oppose any disconnection proceeding that may be filed.

9. **UTILITIES UNDERGROUND:** All future electricity, telephone, cable television and gas lines, if any, shall be installed underground, the location of which underground utilities shall be at the Developer's option but within designated easement areas.

10. **MODEL UNIT:** Upon recording of the final plat of subdivision, Developer shall have the right to construct one (1) residential model unit within the residential model, provided the model home must be located on a lot with frontage and access to an existing street, access to existing public sanitary sewer and water mains, and off-street parking shall be made available in a manner that will maximize the convenience and

safety of visitors to the model home without creating congestion or related problems on the adjacent street(s). The certificate of occupancy for the model home will be issued upon compliance by the Developer with the Building Code of the Village, completion of all required parking and access facilities and following connection to public sanitary sewer and water mains.

11. **WARRANTIES AND REPRESENTATIONS:** The Owner represents and warrants to the Village as follows:

a. That the legal title holder and the Owner of record with legal control of the Subject Property are as set forth on the first page of this Agreement.¹

b. That other than the Owners, 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.

12. **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 Amendment 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 60521

with a copy to:

Village Administrator

Village of Burr Ridge
7660 South County Line Road
Burr Ridge, Illinois 60521

and

Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903

(2) If to the Owner:

William H. McNaughton Jr.
909 Cleveland
Hinsdale, Il. 60521

and

William H. McNaughton Jr.
W.H. McNaughton Builders, Inc.
16 W. 347 – 83rd Street
Suite A
Burr Ridge, Il. 60521

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 Amendment shall inure to the benefit of and shall be binding upon the Owners and respective successors in any manner in title and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. The Owners and its successors shall at all times during the term of this Amendment remain liable to the Village for the faithful performance of all obligations imposed upon the Owner by this Amendment until such obligations have been fully performed or until the Village, at its sole option, has otherwise released the Owners from any or all of such obligations.

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

c. *Remedies:* The Village, the Owners and its successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Amendment 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.

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

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

f. *Reimbursement of Village for Legal and Other Fees and Expenses:*

(1) To Effective Date of Amendment: The Developer, concurrently with the approval of this Agreement, shall reimburse the Village for all outstanding reimbursable fees and expenses of the Village, including, but not limited to, the following expenses incurred in the preparation and

review of this Amendment, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (a) the costs incurred by the Village for engineering services;
- (b) the costs incurred by the Village for the services of the Village forester;
- (c) all attorneys' fees incurred by the Village in connection with this Amendment; and
- (d) all miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

(2) From and After Effective Date of Amendment; Prior to Recording of Final Plat of Subdivision: Except as otherwise expressly provided in the paragraph immediately following this paragraph, upon written demand by Village made by and through its Administrator, the Developer from time to time but not more frequently than once a month shall promptly reimburse Village for all expenses and costs incurred by Village in the administration of this Amendment, including engineering fees, forester fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder. It is expressly understood by the parties that all outstanding reimbursable fees and costs of the Village, at the time of the approval of the final plat of subdivision for the Subject Property by the Village Board of Trustees, are a condition of and must be paid prior to the recording of the final plat of subdivision.

Notwithstanding the immediately preceding paragraph, the Owners shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

Such costs and expenses incurred by Village in the administration of the Amendment shall be evidenced to the Developer upon his request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at his option from additional documents designated from time to time by the Developer relevant to determining such costs and expenses.

In any event that any third party or parties institute any legal proceedings against the Owners and/or the Village, which relate to the terms of this Amendment, then, in that event, the Owners, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (a) The Owners shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and the Owners, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then the Owners shall reimburse the Village, from time to time on written demand from the Mayor of Village and notice of the amount due, for any expenses, including but not limited to court costs, attorneys' fees and witnesses' fees, and other

expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against the Owners for violation of this Amendment and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the Owners all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith (and any appeal thereof). The Owners may, in their sole discretion, appeal any such judgment rendered in favor of the Village against the Owners.

g. No Waiver or Relinquishment of Right to Enforce Amendment: Failure of either party to this Amendment to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other 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. Village Approval or Direction: Where Village approval or direction is required by this Amendment, 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 Amendment.

i. Recording: This Amendment, and any subsequent amendments thereto shall be recorded by the Village in the office of the Recorder of Deeds in DuPage County, Illinois, at the expense of the Developer.

j. Further Amendments: This Amendment, together with the 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 set forth in this Amendment and the Agreement. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Amendment and/or the Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

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

l. Unamended Terms of the Agreement: All provisions of the Agreement shall remain in full force and effect except as specifically amended herein.

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

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

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

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

OWNER

**Seventh Day Adventist Church,
A Non-Profit Corporation**

By: _____
Village Mayor

By: _____
Its _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Its _____

**AS CONTRACTOR PURCHASER
And DEVELOPER**

McNaughton Development, Inc.

By: _____

ATTEST:

By: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Owner _____ is personally known to me to be the _____ of Seventh Day Adventist Church, an _____ [state] non-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that he appeared before me this day in person and acknowledged that as such _____ he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said _____, then and there acknowledged that said _____ as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2014.

Commission expires _____, _____.

Notary Public

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

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ of McNaughton Development, Inc., and _____, the Vice President of said Corporation, personally known by me to be said _____ and Vice President of said Corporation, and personally known to me 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, pursuant to authority granted by the Board of Directors of said Corporation, they signed and delivered the said instrument for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
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 Mickey Straub, personally known to me to be the Mayor of the
Village of Burr Ridge, and Karen Thomas, personally known to me to be the Village Clerk
of said municipal corporation, and personally known to me 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 _____,
2014.

Notary Public

McNaughton DEVELOPMENT, INC.

CONFIDENTIAL - NOT FOR DISTRIBUTION

February 6, 2014

RE: Madison Estates
Amended Annexation Agreement

Dear Mayor & Board of Trustees:

We have worked-through the majority of items in the amended annexation agreement with Staff, except for 2 items that are very important to us.

1. As security for the completion of the public improvements, we request the ability to post a performance bond in-lieu-of a letter of credit.
2. We request the ability to start 2 model homes as the subdivision improvements are being installed.

Regarding item #1, this request arises out of practical necessity. We would love to be able to post a letter of credit to secure the completion of the public improvements, but it is simply not realistic with the current financial climate. We have bonded our last 2 developments, an 8-lot subdivision in Westmont (2012), and an 8-lot subdivision in LaGrange Park (2013) with Lexon. Lexon requires us to post 30% of the bond amount in cash, and they charge us a 2%/year bond premium. These are not the most generous of terms. As a result, we continue to pester our bankers about letters of credit, and we continue to get the same answer. We will attempt to post a letter of credit for this development, but we absolutely need to know that we have the ability to post a bond before we can follow-through with the purchase of this property. Language to this effect should be written-in to the amended annexation agreement. Again, this is not a self-serving request, but a reality of present-day development.

Regarding item #2, this request arises out of the need to constantly have inventory in this business, and to have homes ready for sale for the fall, 2014 selling season. There are a number of practical and economic reasons that this request should be granted. Starting 2 model homes gives us a small economy of scale, it allows us to better determine how the market is reacting to architecture (and adapt as needed), it gives us flexibility in the event that a buyer wants to contract for one of the homes (we will still have a model complete for other potential buyers), and it gives the appearance of velocity in the marketplace, particularly with the 3 other homes that we will be starting on 89th and Madison. The Village should take this opportunity to be unique among its peers, and work with its reputable builders/developers to grant requests such as this that the builder/developer knows through experience is integral to making the subdivision a successful development. This is especially true in this case given that the Village's Subdivision Ordinance allows up to 2 model homes to be constructed simultaneous with the development improvements.

Sincerely,

Paul McNaughton

Waterfall Glen Executive Office Center • (Route 83 & Bluff Road)

11S220 Jackson Street, Burr Ridge, Illinois 60527 • P: 630.325.3400 • F: 630.325.3402 • W: mcnaughtondevelopment.com

6B

ORDINANCE NO. A-439- -14

ORDINANCE AMENDING SECTION 58.01 AND SECTION 58.12 OF CHAPTER 58
(WATER WORKS SYSTEM) OF THE BURR RIDGE MUNICIPAL CODE

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

Section 1: That Section 58.01 of Chapter 58 of the Burr Ridge Municipal Code, as amended, be and is hereby further amended to read in its entirety as follows:

"Sec. 58.01. Water Rates and Charges.

Rates or charges for the use of and for the service supplied by the Water Works System of the Village of Burr Ridge, based (other than the fixed charge provided for below) upon the amount of water consumed, as shown by water meters, shall be as herein provided.

RESIDENTIAL USERS:

Basic Water Consumption Charge:

Prior to March 1, 2014: For each residential user of the Water Works System, the charge shall be \$5.16 per thousand gallons for all water consumed and billed for by the Village prior to March 2014.

After March 1, 2014: Effective with the first bill rendered by the Village after March 1, 2014, the charge shall be, except as hereinafter provided, \$5.75 per thousand gallons for all water consumed as reflected in such bill and thereafter.

Second Tier Water Consumption Charge:

Prior to March 1, 2014: For all water consumed and billed for by the Village prior to March 1, 2014, each residential user consuming between 70,001 and 90,000 gallons during the course of a two-month billing period shall be charged for water consumed in excess of 70,000

gallons, but less than 90,000 gallons, at the rate of \$8.49 per thousand gallons.

After March 1, 2014: Commencing with the first bill rendered after March 1, 2014, each residential user consuming between 70,001 and 90,000 gallons during the course of a two-month billing period shall be charged for water consumed in excess of 70,000 gallons, but less than 90,000, at the rate of \$9.08 per thousand gallons.

Third Tier Water Consumption Charge:

Prior to March 1, 2014: For all water consumed and billed for by the Village prior to March 1, 2014, each residential user consuming in excess of 90,000 gallons during the course of a two-month billing period shall be charged for water in excess of 90,000 at a rate of \$10.91.

After March 1, 2014: Commencing with the first bill rendered after March 1, 2014, each residential user consuming in excess of 90,000 gallons during the course of a two-month billing period shall be charged for water consumed in excess of 90,000 gallons at the rate of \$11.50 per thousand gallons.

Water Consumption Charge for Association Landscape Meters:

Prior to March 1, 2014: Each homeowners' association which installs separate water meters to record water consumed solely for the irrigation of the common area landscaping of the homeowners' association, the charge shall be \$5.16 per thousand gallons for all water consumed as reflected in such bill and thereafter.

After March 1, 2014: Commencing with the first bill rendered after March 1, 2014, for each homeowners' association which installs separate water meters to record water consumed solely for the irrigation of the common area landscaping of the homeowners' association, the charge shall be \$5.75 per thousand gallons for all water consumed as reflected in such bill and thereafter.

Bi-Monthly Fixed Charge:

Commencing with the first water bill rendered by the Village after May 1, 1992, each residential user of the Water Works System shall be charged a fixed charge, in addition to the normal rate set forth herein based on

water consumption.

Prior to March 1, 2010: The fixed bi-monthly charge for water service shall be \$7.48 for each residential user, and each apartment, condominium, townhouse, homeowners' association common area landscaping irrigation meter or other type of residential unit shall be counted as a separate residential user for purposes of computing the total amount of fixed charges for an apartment house, a multi-unit condominium or townhouse building or other multi-unit residential building.

After March 1, 2010: Commencing with the first water bill rendered by the Village after March 1, 2010, the fixed bi-monthly charge for water service shall be \$7.48 for each residential user, and each apartment, condominium, townhouse, homeowners' association common area landscaping irrigation meter or other type of residential unit shall be counted as a separate residential user for purposes of computing the total amount of fixed charges for an apartment house, a multi-unit condominium or townhouse building or other multi-unit residential building.

Rate for Users Outside the Corporate Limits:

Basic Water Consumption Charge:

Prior to March 1, 2014: For each residential user of the Water Works System outside of the corporate limits, the charge shall be \$10.32 per thousand gallons for all water bills rendered by the Village prior to March 1, 2014.

After March 1, 2014: Commencing with the first water bill rendered by the Village after March 1, 2014, for each residential user of the Water Works System outside of the corporate limits the charge shall be, except as hereinafter provided, \$11.50 per thousand gallons for all water consumed.

Second Tier Water Consumption Charge:

Prior to March, 1, 2014: For all water consumed and billed for by the Village prior to March 1, 2014, each residential user outside the corporate limits consuming between 70,001 and 90,000 gallons during the course of a two-month billing period shall be charged for water consumed in excess of 70,000 gallons, but less than 90,000 gallons, at the rate of \$16.98 per thousand

gallons.

After March 1, 2014: Commencing with the first bill rendered after March 1, 2014, any residential user outside of the corporate limits consuming between 70,001 and 90,000 gallons during the course of a two-month billing period shall be charged for water consumed in excess of 70,000 gallons, but less than 90,000, at the rate of \$18.16 per thousand gallons.

Third Tier Water Consumption Charge:

Prior to March 1, 2014: For all water consumed and billed for by the Village prior to March 1, 2014, each residential user outside of the corporate limits consuming in excess of 90,000 gallons during the course of a two-month billing period shall be charged for water consumed in excess of 90,000 gallons at the rate of \$21.82 per thousand gallons.

After March 1, 2014: Commencing again with the first bill rendered after March 1, 2014, each residential user outside of the corporate limits consuming in excess of 90,000 gallons during the course of a two-month billing period shall be charged for water consumed in excess of 90,000 gallons at the rate of \$23.00 per thousand gallons.

Bi-Monthly Fixed Charge:

Commencing with the first water bill rendered by the Village after May 1, 1992, each residential user of the Water Works System outside the corporate limits shall be charged a fixed charge, in addition to the normal rate set forth herein based on water consumption.

Prior to March 1, 2010: The fixed bi-monthly charge for water service shall be \$14.96 for each residential user, and each apartment, condominium, townhouse or other type of residential unit shall be counted as a separate residential user for purposes of computing the total amount of fixed charges for an apartment house, a multi-unit condominium or townhouse building or other multi-unit residential building.

After March 1, 2010: Commencing with the first water bill rendered by the Village after March 1, 2010, the fixed bi-monthly charge for water service shall be \$14.96 for each residential user, and each apartment,

condominium, townhouse, homeowners' association common area landscaping irrigation meter or other type of residential unit shall be counted as a separate residential user for purposes of computing the total amount of fixed charges for an apartment house, a multi-unit condominium or townhouse building or other multi-unit residential building.

NON-RESIDENTIAL USERS:

Basic Water Consumption Charge:

Prior to March 1, 2014: For each non-residential user of the Water Works System, the charge shall be \$7.89 per thousand gallons for all water consumed and billed for by the Village prior to March 1, 2014.

After March 1, 2014: Effective with the first bill rendered by the Village after March 1, 2014, the charge shall be \$8.48 per thousand gallons for all water consumed as reflected in such bill and thereafter.

Bi-Monthly Fixed Charge:

Prior to January 1, 1997: Commencing with the first water bill rendered by the Village after May 1, 1992, each non-residential user of the Water Works System shall be charged a fixed charge, in addition to the normal rate set forth herein based on water consumption. The fixed bi-monthly charge for water service for each non-residential user shall be \$16.95, and each separate occupancy or business entity in a multi-tenant commercial, industrial or other non-residential building shall be counted as a separate non-residential user for purposes of computing the total amount of fixed charges for a multi-tenant commercial, industrial or other non-residential building.

After January 1, 1997: Commencing with the first water bill rendered by the Village after January 1, 1997, non-residential users of the Water Works System shall no longer be charged a fixed charge, in addition to the normal rate set forth herein based on water consumption.

Rate for Users Outside the Corporate Limits:

Basic Water Consumption Charge:

Prior to March 1, 2014: For each non-residential user of

the Water Works System outside of the corporate limits, the charge shall be \$15.78 per thousand gallons for all water bills rendered by the Village prior to March 1, 2014.

After March 1, 2014: Commencing with the first water bill rendered by the Village after March 1, 2014, for each non-residential user of the Water Works System outside of the corporate limits the charge shall be \$16.96 per thousand gallons for all water consumed.

Bi-Monthly Fixed Charge:

Prior to January 1, 1997: Commencing with the first water bill rendered by the Village after May 1, 1992, each non-residential user of the Water Works System shall be charged a fixed charge, in addition to the normal rate set forth herein based on water consumption. The fixed bi-monthly charge for water service for each non-residential user shall be \$16.95, and each separate occupancy or business entity in a multi-tenant commercial, industrial or other non-residential building shall be counted as a separate non-residential user for purposes of computing the total amount of fixed charges for a multi-tenant commercial, industrial or other non-residential building.

After January 1, 1997: Commencing with the first water bill rendered by the Village after January 1, 1997, non-residential users of the Water Works System shall no longer be charged a fixed charge, in addition to the normal rate set forth herein based on water consumption."

Section 2: That Section 58-12, be and is hereby amended to read in its entirety as follows:

"Sec. 58-12: Use and operation of fire hydrant; permit requirements.

No person, except a regularly authorized agent of the Village, shall cause water to flow from any public or private fire hydrant, except that a person other than such an agent of the Village may operate and use water from a fire hydrant only after a written permit has been issued by the Department of Public Works permitting such use.

Each applicant for a fire hydrant use permit shall be required to deposit with the Village the sum of \$900 for the use of a hydrant meter and hydrant wrench. Said fire hydrant meter must be installed by the applicant and maintained in good condition for the duration of the period during which the fire hydrant is in use. Upon completion of the fire hydrant use, the hydrant meter shall be returned to the Village in good operating condition. Water use recorded on the meter shall be charged at the rate of \$10.59 per thousand gallons for all water consumed. In addition, a fee of \$10.00 per day for the use of the hydrant meter and wrench shall be charged with a minimum charge of \$50.00. These charges shall be deducted from the \$900.00 deposit and the balance of the deposit shall be refunded. Any damages to the hydrant meter and/or hydrant wrench shall be deducted from the \$900.00 deposit before a refund is made. Any damages to the water user system caused by careless opening and closing of hydrants shall be paid by the applicant from the deposit or otherwise.

Section 3: All ordinances, or parts of ordinances, conflicting with any of the provisions of this Ordinance and the provisions of the Burr Ridge Municipal Code adopted hereby shall be and the same are hereby repealed to the extent of any such conflict.

Section 4: 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 10th day of February, 2014, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of February, 2014, by the Mayor of the Village of Burr Ridge.

Mayor

ATTEST:

Village Clerk

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7A

RESOLUTION NO. R-__-14

RESOLUTION APPROVING THE ANNUAL PUBLICATION OF THE
VILLAGE OF BURR RIDGE ZONING MAP

WHEREAS, Illinois State Statutes require the annual publication of municipal zoning maps; and

WHEREAS, the Zoning Map attached hereto accurately reflects the current zoning of all property within the corporate limits of the Village of Burr Ridge; and

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

Section 1: That the attached Exhibit A is approved for publication as the Village of Burr Ridge Zoning Map.

Section 2: That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this 10th day of February, 2014, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of February, 2014, by the President of the Village of Burr Ridge.

Village President

ATTEST:

Village Clerk



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

Zoning District Map

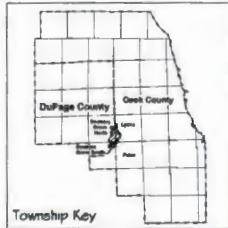
Approved by the Burr Ridge Board of Trustees on January 14, 2013
as per Resolution R-02-13

Zoning District Classifications

- R-1: Single Family Residence 5.0 Acres
- R-2: Single Family Residence 2.0 Acres
- R-2A: Single Family Residence 40,000 ft²
- R-2B: Single Family Residence 30,000 ft²
- R-3: Single Family Residence 20,000 ft²
- R-4: Single Family Residence 20,000 ft² or PUD
- R-5: Residential District (80 Ac. Minimum)
- R-6: Residential and Congregate Care
- B-1: Retail Business
- B-2: General Business
- T-1: Transitional
- R-A: Research-Assembly
- L-1: Light Industrial
- G-1: General Industrial
- O-1: Small Scale Office District
- O-2: Office & Hotel
- Planned Unit Development
- Pre-Annexation Agreement
- Burr Ridge Corporate Limits
- Other Village Limits
- County Boundary
- Surface Water

0 1,300 2,600 5,200 Feet

Properties abutting County Line Rd are subject to the County Line Rd Overlay Regulations: Sec. VI.G of the Burr Ridge Zoning Ordinance.



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VILLAGE OF
BURR RIDGE *SB*
A VERY SPECIAL PLACE

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

Mickey Straub
Mayor

Karen J. Thomas
Village Clerk

Steven S. Stricker
Administrator

February 4, 2014

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

Re: V-01-2014: 8426 Meadowbrook Drive (Leja); Variation

Dear Mayor and Board of Trustees:

The Zoning Board of Appeals (ZBA) transmits for your consideration its recommendation to approve a request by Mr. Kazimierz Leja for a variation from Section VII.1 of the Burr Ridge Zoning Ordinance to permit an addition to an existing garage located in the side buildable area, rather than the requirement that all detached accessory buildings be located in the rear yard.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing on February 3, 2014. The petitioner clarified that the foundation, three walls, and the roof of the existing garage would be preserved and the addition to the garage would extend toward the rear of the property. The petitioner also testified that there are no other rear yard detached garages on Meadowbrook Drive and that there are two detached garages located in side yards.

The majority of the Commissioners concluded that the variation satisfied the findings for approval based on the preservation of an existing structure, that the addition would not increase the degree of the non-conformity, that an existing non-conforming shed would be eliminated, and that if the garage were attached to the house it would be allowed in the side yard. Commissioner Grunsten did not agree that this was a hardship and suggested the garage could be relocated to the rear yard.

After due consideration, the Zoning Board of Appeals concluded that the proposed variation complies with the standards of the Zoning Ordinance. Accordingly, by a vote of 4 to 1, the Zoning Board of Appeals recommends approval of V-01-2014 subject to:

- A. The variation shall be limited to the existing garage and an addition to said garage that extends to the west as per the submitted site plan.
- B. The total area of the garage with the addition shall not exceed 1,250 square feet.

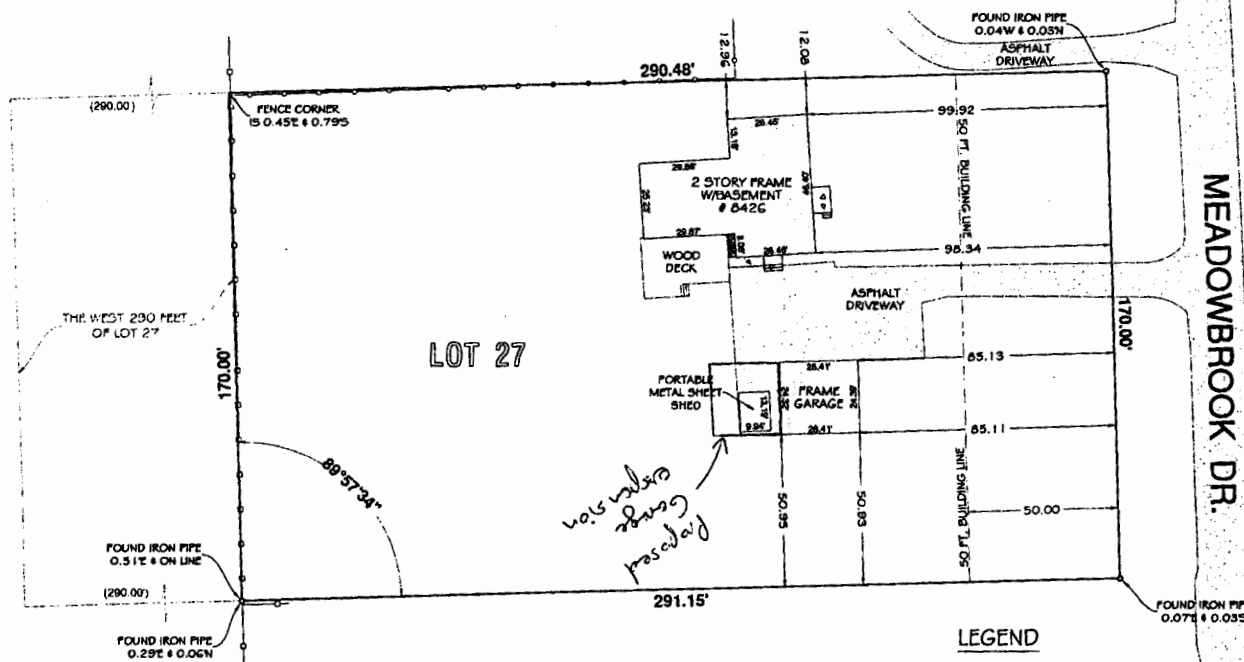
Sincerely,

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

GT:JDP:sr

TOTAL AREA = ±49438 SQ. FT. (1.14 ACRE)

LOT 28



LOT 26

LEGEND

- FIR = FOUND IRON ROD
- FIR = FOUND IRON PIPE
- ✦ FCC = FOUND CUT CROSS
- = BOUNDARY OF SURVEYED PARCEL
- - - = BUILDING LINE
- - - = EASEMENT
- = CHAIN LINK FENCE
- = WROUGHT OR STOCKADE FENCE

- [Pattern] = WOOD DECK & STAIRS
- [Pattern] = CONCRETE
- [Pattern] = ASPHALT
- [Pattern] = BUILDING

NOTES:
 - THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE COMPARED WITH DEED AND/OR TITLE POLICY.
 - NO INDEPENDENT SEARCH FOR EASEMENTS, BUILDING LINES AND OTHER RESTRICTIONS HAS BEEN MADE. THEREFORE, THERE MAY BE ADDITIONAL FACTS AND/OR SERVITUDE EFFECTING THIS PROPERTY WHICH ARE NOT SHOWN ON THIS SURVEY. FOR BUILDING LINE AND OTHER RESTRICTION NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.
 - THE SURVEYOR EXPRESSED NO OPINION AS TO THE ACCURACY OF THE UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION.



PLAT OF SURVEY

LEGAL DESCRIPTION:
 LOT 27 (EXCEPT THE WEST 290 FEET THEREOF) IN HINSDALE MEADOW BROOK FARMS, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE SOUTH 175.0 FEET OF THE WEST 350.0 FEET, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1952, AS DOCUMENT 650073 AND CERTIFICATE OF CORRECTION FILED JUNE 3, 1952, AS DOCUMENT 653220, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-35-400-012-0000

Commonly Known as: 8426 MEADOWBROOK DR, BURR RIDGE, IL 60527

STATE OF ILLINOIS)
) S.S.
 COUNTY OF KANE)

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF JULY, A.D. 2013.

K. Blando

KRZYSZTOF BLANDO
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3705
 LICENSE EXPIRES 1/1/14

ORDER NO. 2013056
 DRAWN BY CP
 CHECKED KB
 APPROVED KB
 FIELD DATE 07/13/13
 SCALE 1" = 40'

Prepared for:
 KAZIMIERZ J. LEJA
 8706 W. SUMMERDALE AVE.
 CHICAGO, IL 60656

Prepared by:
ACORN CONSULTANTS LTD.
 1340 GIESE ROAD
 BATAVIA, ILLINOIS 60510
 TEL: (630) 391-1215
 kblando@comcast.net



8C

February 4, 2014

Village of Burr Ridge
451 Commerce Street
Burr Ridge, IL 60527

Attention: Mr. Paul May, Director of Public Works

Re: Agreement for General Services
As-Needed Engineering Support Services

This is an Agreement between the Village of Burr Ridge, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide as-needed engineering services (Services) related to construction observation of the County Line Road over Interstate 55 structure at OWNER's discretion. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide construction observation services on an as-needed basis.

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

Village of Burr Ridge
Page 2
February 4, 2014

2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. If needed, ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or

Village of Burr Ridge
 Page 3
 February 4, 2014

subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses not to exceed an estimated fee of \$5,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

	<u>Hourly Billing Rates</u>
Principal Engineer	\$211 to \$388
Senior Project Manager	\$159 to \$199
Project Managers	\$ 93 to \$167
Project Engineers and Scientists	\$ 74 to \$133
Engineering Technicians and Draftspersons	\$ 50 to \$120
Office Production	\$ 76 Average

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on February 14, 2014. Services are scheduled for completion on October 31, 2015.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

Village of Burr Ridge
Page 4
February 4, 2014

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

Village of Burr Ridge
Page 5
February 4, 2014

3. If there is a modification of local, state, or federal agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with

Village of Burr Ridge

Page 6

February 4, 2014

contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. The OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF BURR RIDGE

Matthew S. Richards
Corporate Secretary

Date

Steve Stricker
Village Administrator

Date



8D

January 21, 2014

Mr. Paul May, P.E.
Director of Public Works
Village of Burr Ridge
451 Commerce Street
Burr Ridge, IL 60527

RE: I-55 and County Line Road Interchange Enhancements

Dear Paul,

Thank you for asking Hitchcock Design Group to submit this proposal to perform Phase III Services for the I-55 and County Line Road Enhancements. We appreciate the opportunity to participate during construction with you and your colleagues at the Village of Burr Ridge.

Project Understanding

We understand that IDOT has finalized a construction contract for the bridge improvements and work is scheduled to commence in late January 2014. Although IDOT is providing a Resident Engineer who will be overseeing and performing the majority of the Phase III Construction Services, the Village would like to have an agreement in place with both Hitchcock Design Group and Strand Associates (under a separate agreement) to participate during construction on an as-needed basis related to the Village initiated enhancement items.

Scope of Services

During Construction, we can provide Construction Administration, Observation and Contract Close-out services that will help the Village administer the enhancement related items on an as-needed basis. The attached Scope of Services outlines a comprehensive list of the services that we can provide as the need arises.

Professional Fees

We will provide the Phase III services upon request, to be invoiced on an hourly basis at our standard rates.

Project Team

I will continue to be directly responsible for routine project communications with you and rest of the project team. Other members of the Urban Studio will participate as needed in order to advance the work in a timely way.

If this proposal is acceptable, please sign and return the attached Professional Services Agreement as authorization to proceed.

Thanks, again, for the opportunity to participate on this important project.

Sincerely,
Hitchcock Design Group

Tim King, PLA, ASLA
Principal

Encl: Scope of Services
 Standard Billing Rates

cc: Rick Hitchcock, Dawn Jones, Hitchcock Design Group



Scope of Services

PHASE III – CONSTRUCTION SERVICES

A. Administration

Objective: HDG will provide Phase III Construction Services on an as-requested basis to be invoiced at our standard hourly rates. Services that can be provided by HDG include the following:

Process: Specifically, following the execution of the Owner/Contractor Agreement, HDG can:

1. Participate in a pre-construction meeting with staff and the Contractor to review:
 - a. Contractor mobilization and logistics
 - b. Temporary measures
 - c. Contractor schedules
 - d. Contractor submittals
 - e. Owner, HDG and Contractor responsibilities
 - f. Communications protocol
 - g. Testing, Submittal, Requests for Information, and Change Order processes
 - h. Payment procedures
 - i. Contract Close-out procedures
2. Visit local nurseries with the Contractor to select certain, specified plant materials.
3. Observe the Work at intervals appropriate to the stage of construction, to become familiarized with the progress and quality of the Contractor's Work and to determine if the Work is proceeding in general conformance with the Contract Documents.
4. Coincidental with periodic observations, participate in progress meetings at the site with staff and the Contractor to review:
 - a. Progress of the Work
 - b. Contractor schedules
 - c. Contractor submittals, requests and proposals
 - d. Other observations and clarifications
5. Review and issue Submittal Review Memoranda for shop drawings, product data, material samples and tests which the Contractor is required to submit, but only for the limited purpose of determining their general conformance with the design concept expressed in the Contract Documents. HDG is entitled to rely on the adequacy of the information provided by other design professionals engaged by the Contractor or independently engaged by the Owner to prepare such submittals. HDG's review does not include:
 - a. The accuracy or thoroughness of details such as quantities, dimensions, weights or gauges
 - b. The appropriateness of fabrication or installation processes
 - c. Coordination of the Work, with other trades
 - d. Safety precautions
6. Respond to Contractor requests for information about the Contract Documents, and with reasonable promptness, prepare Supplemental Instructions that interpret, clarify or modify the Contract Documents including supplemental:
 - a. Information
 - b. Drawings
 - c. Specifications
7. Review Contractor Change Order requests with reasonable promptness, including minor changes to the Work that do not impact the Contract Time or Contract Sum or other changes that may impact the Contract Time or Contract Sum including:
 - a. Owner initiated changes to the scope of work
 - b. Additional work required as a result of the discovery of unknown or concealed site conditions at the time the Owner/Contractor Agreement was executed
 - c. Supplemental Instructions



8. Based on periodic observations of the Work, review the Contractor's periodic Application for Payment and issue a memorandum indicating that to the best of HDG's knowledge and belief the Contractor has completed the Work represented in the application subject to:
 - a. subsequent review of the Work in conformance with the Contract Documents
 - b. the results of subsequent tests and observations
 - c. the correction of minor deviations from the Contract Documents prior to completion

B. Contract Close-out

Objective: Help staff close out the Owner/Contractor Agreement with the Contractor.

Process: Specifically, after the Contractor notifies the Owner that the Work is substantially complete, HDG can:

1. Review and process the Contractor's request for acceptance of substantially completed Work including:
 - a. Observation of the Work to determine the date of Substantial Completion
 - b. If acceptable, issuance of a Certificate of Substantial Completion
 - c. Review the Contractor's list of remaining Work
 - d. If necessary, preparation of a Punch List of deficient or incomplete Work
2. Confirm and submit to staff the balance of the Contract Sum, including amounts retained for final completion and/or correction of any deficient Work.
3. Review and submit to Owner the required submittals to be provided by the Contractor, such as, but not limited to:
 - a. Operating and maintenance manuals
 - b. As-built record drawings
 - c. Labor and material lien waivers
 - d. Release of surety, if any
 - e. Contractor's final Application for Payment
4. Review and process the Contractor's final Application for Payment and acceptance of completed work including:
 - a. Observation of the Work with staff to determine conformance with the Contract Documents and completion of the Punch List
 - b. Issuance of the final Certificate for Payment

GENERAL PROJECT ADMINISTRATION

In addition to the services outlined above, HDG will administer the performance of its 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 and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records



Standard Billing Rates and Expenses

Effective April 1, 2012

For projects or phases that are invoiced on an hourly basis, we invoice time based on the activity performed rather than the salary of the person performing the activity. That way, we are compensated for the value of the service instead of the cost of the service. We track eight different activities based on the complexity and the experience required to perform each activity. Those activities and their corresponding hourly billing rates are:

Billing Rates

Leadership	\$210
Management	\$140
Planning	\$130
Design	\$120
Documentation	\$85
Administrative Support	\$75
Construction Administration	\$130
Construction Observation	\$110

Expenses

In addition to our standard hourly rates, we invoice authorized sub-consultant fees, travel and reproduction expenses, at 115% of our cost. We will invoice mileage in personal or company-owned cars at 115% of the current IRS reimbursement rate.



Professional Service Agreement

This agreement (Agreement) between Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG), 221 West Jefferson Avenue, Naperville, Illinois 60540** and **The Village of Burr Ridge, 7660 South County Line Road, Burr Ridge, Illinois 60527 (Client)**, is entered into on January 21, 2014, and includes eight parts: Project Description, Project Team, Scope of Services, Schedule, Compensation and Payment, Client Responsibilities, Additional Conditions and Acceptance.

PART ONE: PROJECT DESCRIPTION

I-55 and County Line Road Enhancements including bridge aesthetic items, masonry columns, signage, landscape and accent lighting.

PART TWO: PROJECT TEAM

Village of Burr Ridge representative: Paul May, Director of Public Works
Hitchcock Design Group representative: Tim King

PART THREE: BASIC SERVICES

The work consists of Phase III Construction Services to be provided on an as-needed basis as requested by the Village's authorized representative.

The attached Scope of Services is made a part of this Agreement.

PART FOUR: SCHEDULE

HDG will provide these services throughout the duration of construction based on the IDOT bridge project schedule.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

Client agrees to compensate HDG on an hourly basis at the Standard Rates included in this agreement, for services requested by the Village's authorized representative on an as-needed basis.

Reimbursable Expenses

In addition to the fees for the Authorized Scope of Services and Authorized Additional Services, Client agrees to compensate HDG for delivery, travel, and reproduction expenses at 115% of HDG's actual cost. Mileage is calculated at the current IRS reimbursable rate.

Standard Rates

The attached Billing Rates are made a part of this Agreement.

Payment

Invoices

Each month, or at other appropriate intervals, HDG will provide invoices that describe the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of the services completed. Invoices for hourly fees will describe the tasks, hours and hourly rates for the services completed.

Statements

Each month, HDG will issue a statement of Client's account describing the outstanding invoices and balances for each contract, the aggregate outstanding balance, and the aggregate credit limit.

221 W. Jefferson Avenue
Naperville, Illinois 60540
630.961.1787

hitchcockdesigngroup.com



Progress Payments

Client agrees to promptly review HDG invoices and make full payment for Authorized Scope of Services, Authorized Additional Services and Reimbursable Expenses. Invoices will be past due, if not paid in full within 30 days of the invoice date. If Client objects to any portion of the invoice, Client agrees to notify HDG, in writing, within 7 days or receipt regarding the Client's objection and pay the undisputed amount in accordance with this Agreement.

Interest and Collection Costs

Client agrees to pay a finance charge of 1½% per month on unpaid account balances that are past due. In the event that HDG must retain an attorney to enforce Client's payment obligations, Client agrees to pay HDG's reasonable attorneys' fees and costs, regardless of whether suit is filed.

PART SIX: CLIENT RESPONSIBILITIES

Representation

Client agrees to designate a representative authorized to act on its behalf. HDG will direct communications to Client through its designated representative. Client agrees to communicate with HDG's project manager in a timely manner in order to expediently advance HDG services.

Program Requirements

Client agrees to provide customary program requirements for the project, including objectives, standards and criteria, schedule, process, communications and budget.

Existing Conditions

Client agrees to provide current information regarding the existing conditions for the project area, including: boundary, legal description, ownership, easements and restrictions; topography and benchmark; soils, utilities, hydrology/wetlands, vegetation, land uses, archeology, traffic. HDG is entitled to rely on the accuracy and completeness of the information provided.

Access

Client agrees to provide HDG and its sub consultants access to the property for observation.

Specialized Consultation

Client agrees to provide the services of specialized consultants, not identified on the Project Team, when they are needed to meet Client's project program requirements.

Changed Conditions

Client agrees to promptly notify HDG in writing of any condition, event or circumstance that may affect the performance of our services.

Financing

Client agrees to compensate HDG regardless of Client's ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project. If requested, Client agrees to provide evidence that Client is capable of paying for the services described in this Agreement.

Permits

Unless specifically described in HDG's Basic Services, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

Delay

Client agrees to comply with Part Six of this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of our services.

**Maintenance**

Client agrees that proper project maintenance is required after the project is complete and that a lack of or improper maintenance may result in damage to property or persons. Client further agrees that HDG is not responsible for the results related to any lack of or improper maintenance.

Client Expense

Client agrees to comply with Part Six of this Agreement at its own expense.

PART SEVEN: ADDITIONAL CONDITIONS**Standard of Care**

HDG will perform the Authorized Scope of Services and Authorized Additional Services in accordance with generally accepted standards of ordinary and reasonable skill exercised by landscape architects and planners at the time and location such services are rendered.

Suspension of Services

If Client has not paid HDG's invoice within 90 days of the invoice date, or if Client has an open aggregate account balance of more than \$10,000, HDG may suspend services under this Agreement by providing 7 days written notice to Client. HDG shall have no liability because of such suspension of services. If either party to this Agreement suspends services for more than 30 consecutive days, Client agrees to compensate HDG for services performed prior to notice of such suspension, and when the Project is resumed, compensate HDG for costs incurred during the interruption and resumption of services. Client further agrees to equitably adjust HDG's schedule and fees for the remaining services.

Termination of Services

Either party may terminate this Agreement upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Client may terminate this agreement for its convenience and without cause by providing not less than seven days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate HDG for services performed prior to the termination, together with Reimbursable Expenses and Authorized Additional services.

Ownership of Documents

HDG retains the ownership of documents prepared by us as instruments of service. Upon payment of outstanding invoices related to this Agreement, Client is granted a non-exclusive, non-revocable license to use the documents, or copies of the documents, created during the performance of HDG's services for reference, marketing and operation of the project. However, HDG retains the exclusive copyright to the plans, designs and information contained on the documents and all other use of the documents is expressly prohibited except when granted, in writing, by HDG. Client agrees to defend and hold HDG harmless from any claim arising from the alleged damages as a consequence of re-use or unauthorized use of the documents. If HDG provides any documents in digital format, at Client's direction, HDG cannot and does not represent, warrant or take any responsibility for the proper operation, compatibility or use of any third party software products or the media on which the documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail.

Credit

Client agrees to give HDG proper credit for its professional services in Client's official communications, published articles, and temporary project identification signage.

Risk Allocation and Indemnity

HDG is responsible only for the Scope of Services authorized in this Agreement. Client may choose to modify HDG's deliverables at Client's risk. Client agrees to defend, indemnify and hold HDG harmless



for damages, which may occur as a result of modifications made to our deliverables by others without our authorization, or for damages, which may occur because of the improper or negligent work of others.

Client agrees to indemnify and hold HDG harmless for any delay in the performance or progress of the project, or for any costs or damages sustained by Client resulting from such delay caused by any act or neglect by Client or Client's representatives, or by any third party acting on Client's behalf, or by changes ordered in the project as a result of any regulatory authority, or riot or civil commotion, or by any other cause beyond HDG's control. In the event of such delay, HDG will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this contract. Client further agrees to indemnify and hold HDG harmless from delays or losses experienced by Client or others resulting from the discovery of concealed conditions, which require additional professional services, disposal, mitigation, or other remedial action. Client also agrees to indemnify and hold HDG harmless from delays or losses experienced by Client or others, which result from the discovery of hazardous wastes, and contaminants or pollutants, which require remedial design, mitigation, or other remedial action. When such discovery warrants the need for additional professional services by HDG, those services will be considered additional services.

HDG agrees to indemnify and hold harmless the Client against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent performance of HDG and its sub consultants.

Limitation of Liability

Client agrees to limit any claim made against HDG to the amount of compensation actually paid to HDG under this Agreement. This limitation of liability applies to all claims including, breach of contract, torts or any other theory.

Insurance

HDG maintains General Liability, Worker's Compensation, Automobile Liability and Professional Liability Insurance at all times. Certificates of Insurance are available on request.

Waiver of Subrogation

Both parties to this Agreement waive the right of subrogation for damages covered by property insurance.

Quantity and Cost Opinion

HDG has no control over the cost of labor, materials, and equipment or the services of others. HDG provides quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding results. Consequently, HDG does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. HDG approximates certain quantities and/or costs for Client's convenience. The Contractor is responsible for determining actual quantities and providing sufficient labor, services, equipment, and materials to complete the work as drawn and specified.

Construction Phase Limitations

HDG will not supervise, direct, or control the Contractor's work. HDG has no authority or responsibility for the methods, techniques, or sequencing of construction, or for the safety or welfare of the Contractor's forces. Accordingly, HDG does not guarantee the performance of the Contractor. HDG will provide Certification or other opinions of the Contractor's work based on HDG's observations and data supplied to us by the Contractor. Client acknowledges that HDG will not make continuous or exhaustive observations of the work and that HDG's recommendations for preliminary acceptance of partially or substantially completed work do not assure the final acceptance of work that may, subsequently, found to be defective.



Third Party Approvals

HDG will work diligently to help Client secure approvals from the appropriate regulatory authorities related to the services specified in this Agreement. However, HDG cannot guarantee the approval of the project by any regulatory agency or third party. Client agrees to compensate HDG for our professional services regardless of the outcome of Client's applications for approval by others.

Dispute Resolution

Both parties agree to submit any disputes arising out of this Agreement or relating to the services outlined in the Agreement to non-binding mediation in the Chicago office of JAMS before initiating any litigation. Demand for mediation shall be made by written request to JAMS, with copies to the other party. In the event that mediation has not resolved the dispute(s) within 60 days of demand, either party may pursue its rights in litigation. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally. Following mediation, disputes shall be resolved in a Court of appropriate jurisdiction. In any proceeding following unsuccessful mediation, the substantially prevailing party shall be entitled as part of any money judgment, in addition to such other relief as may be granted, to a reasonable sum for reimbursement of attorneys' fees and costs.

Choice of Law

This Agreement is governed by the laws of the County of DuPage and the State of Illinois.

Authorization

If HDG is authorized to commence and/or continue providing services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement. If so authorized, Client agrees to compensate HDG for such services in accordance with these terms and conditions as though this Agreement were fully executed by both parties.

Extent

This contract constitutes the entire agreement between HDG and Client. It supersedes all previous written or oral understandings. It can be supplemented, or amended, only by the execution of a new written agreement.

PART EIGHT: ACCEPTANCE

Please indicate your acceptance of this Agreement by returning two copies, each with original signature. A countersigned agreement will be returned to you. This agreement may be modified or withdrawn unless written authorization to proceed has been received within 30 days.

Accepted: _____
Signature of individual authorized to accept this agreement on behalf of client

Printed Name and Title

Accepted: _____
Timothy C. King, Principal
Hitchcock Design Group

VILLAGE OF BURR RIDGE

8M

ACCOUNTS PAYABLE APPROVAL REPORT
BOARD DATE: 02/10/14
PAYMENT DATE: 02/11/14
FISCAL 13-14

FUND	FUND NAME	PRE-PAID	PAYABLE	TOTAL AMOUNT
10	General Fund	30,432.19	34,237.65	64,669.84
21	E-911 Fund	1,030.86		1,030.86
23	Hotel/Motel Tax Fund	352.41	845.40	1,197.81
31	Capital Improvements Fund		2,168.11	2,168.11
32	Sidewalks/Pathway Fund		3,100.64	3,100.64
51	Water Fund	730.77	16,072.49	16,803.26
52	Sewer Fund		1,158.75	1,158.75
61	Information Technology Fund		14,633.81	14,633.81
TOTAL ALL FUNDS		<u>\$ 32,546.23</u>	<u>\$ 72,216.85</u>	<u>\$ 104,763.08</u>

PAYROLL

PAY PERIODS ENDING FEBRUARY 2, 2014

	TOTAL PAYROLL
Legislation	317.96
Administration	19,492.22
Community Development	11,133.44
Finance	10,560.63
Police	121,935.05
Public Works	42,523.45
Water	28,696.48
Sewer	9,343.80
IT Fund	204.54
TOTAL	<u>\$ 244,207.57</u>
GRAND TOTAL	<u>\$ 348,970.65</u>

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-50-5015	Ordinance prosecution-Jan'14	Linda S. Pieczynski	01/31/14	6038	740.00
10-1010-50-5030	Ver. cell phone bill-Dec'13	Verizon Wireless	01/21/14	9718791179/Jan14	60.03
10-1010-80-8010	2013 Christmas luncheon/PD shif	Falco's Pizza & Pasta	01/14/14	4012/Jan14	360.40
10-1010-80-8012	JM parade signage-Nov'13	Bannerville USA	11/08/13	17220	225.00
10-1010-80-8012	JM parade & info signs-Nov'13	Bannerville USA	11/12/13	17224	310.00
10-1010-80-8012	JM "Make a Card Posters"/2-Nov'	Bannerville USA	11/18/13	17254	30.00
10-1010-80-8012	JM signs/2-Nov'13	Bannerville USA	11/20/13	17272	30.00
10-1010-80-8012	Date & time change stickers fo	IMAGE-23	12/09/13	12/9-2013A	888.00
10-1010-80-8012	6 stickers updating colorplast	IMAGE-23	12/09/13	12/09-2013B	150.00
10-1010-80-8012	4 stickers updating Vertical ba	IMAGE-23	12/09/13	12/09-2013B	100.00
10-1010-80-8012	6 small stickers	IMAGE-23	12/09/13	12/09-2013C	60.00
10-1010-80-8012	2 large banner stickers	IMAGE-23	12/09/13	12/09-2013C	24.00
10-1010-80-8012	1 lengthwise sticker	IMAGE-23	12/09/13	12/09-2013C	12.00
10-1010-80-8012	JM sticker ads-Nov'13	Sun-Times Media	11/21/13	218937/667229-1121	883.97
10-1010-80-8020	Lien release/9 Southgate-Dec13	Cook County Recorder of C	12/31/13	279123113	42.25
10-1010-80-8020	Lien release/11400 Burr Oak Ln-	Cook County Recorder of C	12/31/13	279123113	42.25
10-1010-80-8020	Lien release/11400 Burr Oak Ln-	Cook County Recorder of C	12/31/13	279123113	42.25
10-1010-80-8020	Rcd wtr lien/8424 Madison-Jan'1	DuPage County Recorder	01/29/14	201401290005	8.00
10-1010-80-8020	Rel weed lien/10S501 Madison-Ja	DuPage County Recorder	01/29/14	201401290005	8.00
Total For Dept 1010 Boards & Commissions					4,016.15
Dept 2010 Administration					
10-2010-40-4042	DMMC business mtg/Stricker-Nov'	DuPage Mayors & Managers	01/31/14	7737	40.00
10-2010-50-5030	Ver. cell phone bill/2-Dec'13	Verizon Wireless	01/21/14	9718791179/Jan14	120.06
10-2010-70-7000	HON-312CPL Locking file cabinet	Runco Office Supply	01/23/14	5527/566671-0	229.99
Total For Dept 2010 Administration					390.05
Dept 3010 Community Development					
10-3010-50-5020	Forestry/1 Shenandoah-Oct'13	Urban Forest Management I	01/29/14	131061	405.00
10-3010-50-5020	Forestry/8877 Madison-Oct'13	Urban Forest Management I	01/29/14	131062	573.75
10-3010-50-5020	Forestry/Savoy Club-Oct'13	Urban Forest Management I	01/29/14	131063	405.00
10-3010-50-5020	Forestry/6 Shenandoah Ct-Nov'13	Urban Forest Management I	01/29/14	131117	303.75
10-3010-50-5030	Ver. cell phone bill/2-Dec'13	Verizon Wireless	01/21/14	9718791179/Jan14	120.06
10-3010-50-5035	Public hearing notice-Jan'14	Shaw Media	01/17/14	10074572-891929	315.96
10-3010-50-5035	Public hearing notice-Jan'14	Shaw Media	01/24/14	10074572-894100	453.24
10-3010-50-5075	B&F rvw/8120 Madison-Jan'14	B & F Construction Code S	01/24/14	38687	634.69
10-3010-50-5075	B&F review/15w300 S. Frntg-Jan'	B & F Construction Code S	01/29/14	38704	347.75
Total For Dept 3010 Community Development					3,559.20
Dept 4010 Finance					
10-4010-40-4040	2014 notary county file fee-Joy	Will County Clerk	01/23/14	Jan2014	10.00
10-4010-50-5030	Ver. cell phone bill-Dec'13	Verizon Wireless	01/21/14	9718791179/Jan14	70.03
Total For Dept 4010 Finance					80.03
Dept 4020 Central Services					
10-4020-50-5081	IRMA deductible-Dec'13	I.R.M.A.	12/31/13	SALES0012963	4.80
10-4020-60-6000	UNV-35715 Calculator paper roll	Runco Office Supply	01/23/14	5527/566671-0	9.98
10-4020-60-6000	UNV-12113 Manila folder, letter	Runco Office Supply	01/23/14	5527/566671-0	11.98
10-4020-60-6000	UNV-15113 Manila folder, legal	Runco Office Supply	01/23/14	5527/566671-0	7.99
10-4020-60-6000	PAP-9630131 Flex Grip med black	Runco Office Supply	01/23/14	5527/566671-0	15.98
10-4020-60-6000	QUA-89606 Flat filing env ungum	Runco Office Supply	01/23/14	5527/566671-0	73.54
10-4020-60-6000	SWI-54032 Rubber finger tips	Runco Office Supply	01/23/14	5527/566671-0	1.59
10-4020-60-6000	UNV-85220 Banker box legal	Runco Office Supply	01/23/14	5527/566671-0	39.99
10-4020-60-6010	Chair mats (adm & CD)/12-Jan'14	Jerry C. Sapp	01/31/14	Jan2014	245.54

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
EXP CHECK RUN DATES 01/19/2014 - 02/02/2014
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 4020 Central Services					
10-4020-60-6010	2cs coffee/VH-02/05/14	ARAMARK Refreshment Servi	02/05/14	444504-9946224	66.97
Total For Dept 4020 Central Services					478.36
Dept 5010 Police					
10-5010-40-4042	DCCOP mtg/2-Jan'14	Village of Burr Ridge	02/03/14	Feb2014	50.00
10-5010-40-4042	NEMRT mtg refreshments-01/27/14	Village of Burr Ridge	02/03/14	Feb2014	17.38
10-5010-40-4042	NEMRT mtg refreshments-01/28/14	Village of Burr Ridge	02/03/14	Feb2014	17.38
10-5010-40-4042	NEMRT mtg refreshments-01/29/14	Village of Burr Ridge	02/03/14	Feb2014	26.07
10-5010-40-4042	NEMRT mtg refreshments-01/30/14	Village of Burr Ridge	02/03/14	Feb2014	26.07
10-5010-40-4042	NEMRT mtg refreshments-01/31/14	Village of Burr Ridge	02/03/14	Feb2014	26.07
10-5010-50-5025	FedEx chg/PD-Dec13/Jan14	FedEx	01/22/14	2-534-97194	26.57
10-5010-50-5030	Ver. cell phone bill/6-Dec'13	Verizon Wireless	01/21/14	9718791179/Jan14	342.84
10-5010-50-5051	Replace windshield squad #1303/	Aspen Auto Body, Inc.	01/23/14	21618	225.00
10-5010-50-5051	Rpl LF door side mirror/#0716-J	Aspen Auto Body, Inc.	01/29/14	21629	101.10
10-5010-50-5051	Repl. windshield squad #1311/Ja	Aspen Auto Body, Inc.	01/31/14	21631	254.00
10-5010-50-5051	Instl tires/repl brakes-#1313/J	Willowbrook Ford	01/20/14	6151201/3	876.64
10-5010-50-5095	Random drug screen/2-Jan'14	Concentra Medical Centers	01/21/14	1007905567	119.50
10-5010-50-5095	Random drug screen/Cervenka-Jan	Concentra Medical Centers	01/23/14	1007916925	38.00
10-5010-60-6010	#WB17, English KIR Elementary W	Creative Product Sourcing	01/06/14	68800	258.00
10-5010-60-6010	Shipping	Creative Product Sourcing	01/06/14	68800	40.00
10-5010-60-6010	Washer solvent/6-Jan'14	Westown Auto Supply Co. I	01/28/14	2900-55770	15.00
Total For Dept 5010 Police					2,459.62
Dept 6010 Public Works					
10-6010-40-4032	Uniform rental-01/21/14	Breens Cleaners	01/21/14	9027/332396	75.82
10-6010-40-4042	UofI pesticide trg-Gatlin/Kulis	Mb Financial Card Service	01/24/14	1258 01/2014	130.00
10-6010-50-5030	Ver. cell phone bill/9 pro-rate	Verizon Wireless	01/21/14	9718791179/Jan14	292.59
10-6010-50-5050	Repair 11.22.5 tire/unit #33-Ja	Gene's Tire Service, Inc.	01/17/14	105894	30.60
10-6010-50-5050	VCSP Annual Contract 2014	Image Systems & Business	01/22/14	IS1177/3271	757.33
10-6010-50-5051	Veh. safety inspection/#27-Jan1	Courtney's Safety Lane, I	01/14/14	055053	35.00
10-6010-50-5051	Repair engine/unit #35-Jan'14	B & R Repair & Co.	01/24/14	V4733/WI045407	2,035.12
10-6010-50-5051	Veh. safety inspection/#32-Jan'	Courtney's Safety Lane, I	01/27/14	055128	35.00
10-6010-50-5054	Street light maint-Jan'14	Rag's Electric	01/20/14	9244	2,320.97
10-6010-50-5055	Traffic signal maint/3-Oct'13/D	Cook County Treasurer	01/02/14	EMIN2013/2013-4	1,050.75
10-6010-50-5055	97th/Mad RR sig maint-reimb/Jan	Meade Electric Company, I	01/22/14	14863/663442	134.30
10-6010-50-5055	97th & Mad. RR sig maint/reimb-	Meade Electric Company, I	01/14/14	14863/663443	134.30
10-6010-50-5065	Electric/Vill. street lights-Ja	Constellation NewEnergy, I	01/19/14	0013117361	1,499.71
10-6010-50-5095	Hep. B vaccine/Macha-Jan'14	Concentra Medical Centers	01/21/14	1007904660	89.00
10-6010-60-6010	Door Closer Aluminum - 13 inch	Grainger	01/09/14	9335132586	454.05
10-6010-60-6010	ARC Flash Warning Labels	Grainger	01/09/14	9335132594	15.64
10-6010-60-6010	ARC Flash Warning Labels	Grainger	01/15/14	9340100933	46.92
10-6010-60-6020	Hyd oil, diesel fuel supp-Jan14	RelaDyne, LLC	01/17/14	0792606IN/788195IN	466.35
10-6010-60-6020	Dlvy/environ. fee (less drum de	RelaDyne, LLC	01/17/14	0792606IN/788195IN	29.97
10-6010-60-6040	Snow equipment parts-Jan'14	Force America Distributin	01/10/14	04147879	199.46
10-6010-60-6040	Snow plow equipment-Jan'14	Monroe Truck Equipment, I	01/09/14	301312	370.58
10-6010-60-6040	Snow plow equipment-Jan'14	Monroe Truck Equipment, I	01/14/14	301315	99.27
10-6010-60-6040	FS 250R Stihl Line Trimmer-Jan1	Russo's Power Equipment	01/18/14	1009793/1855253	415.00
10-6010-60-6040	HS 81 T24 Stihl Hedge Trimmer-J	Russo's Power Equipment	01/18/14	1009793/1855253	360.00
10-6010-60-6042	Cold patch/10.0tons-Jan'14	DuPage Materials Company	01/09/14	70962MB	1,350.00
10-6010-60-6060	Rock salt/240.23tons-Jan'14	Rock Salt Source	01/30/14	C3174/13308	27,386.22
10-6010-60-6060	FM02 Sand	IM Crushing, LLC	01/22/14	VILLBUR-3271	1,249.19
10-6010-60-6060	Salt/165.77 tons-01/09/14	North American Salt Compa	01/09/14	71090472	8,112.79
10-6010-60-6060	Salt/23.0 tons-01/11/14	North American Salt Compa	01/11/14	71096191	1,125.62

02/05/2014 04:42 PM

User: scarman

DB: Burr Ridge

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

EXP CHECK RUN DATES 01/19/2014 - 02/02/2014

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-60-6060	Salt/45.59 tons-01/12/14	North American Salt Compa	01/12/14	71096625	2,231.18
Total For Dept 6010 Public Works					52,532.73
Dept 6020 Buildings & Grounds					
10-6020-50-5080	Electric/Lakewood aerator-Jan'1	COMED	01/10/14	9258507004/Jan14	17.55
10-6020-50-5080	Electric/Windsor aerator-Jan'14	COMED	01/10/14	9342034001/Jan14	17.55
10-6020-50-5080	PW sewer charge-Sep/Nov'13	DuPage County Public Work	01/14/14	30506969-01	642.05
10-6020-60-6010	Sidewalk salt spreader	Grainger	01/13/14	9337432901	476.55
Total For Dept 6020 Buildings & Grounds					1,153.70
Total For Fund 10 General Fund					64,669.84
Fund 21 E-911 Fund					
Dept 7010 Special Revenue E-911					
21-7010-50-5095	E911 line charge-Jan'14	AT&T	01/16/14	630299786801Jan14	1,030.86
Total For Dept 7010 Special Revenue E-911					1,030.86
Total For Fund 21 E-911 Fund					1,030.86
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5075	Electric/entryway sign-Jan'14	COMED	01/10/14	2257153023Jan14	164.91
23-7030-50-5075	Rplmt bulbs (Vill. light decora	The Meetinghouse Companie	12/18/13	16065/540328	187.50
23-7030-50-5075	Fabricate/instl wayfinding sign	Design Group Signage Corp	01/17/14	15438	802.50
23-7030-80-8055	Reimb. gift cert. promotion-Jan	Springhill Suites	01/20/14	8367	42.90
Total For Dept 7030 Special Revenue Hotel/Motel					1,197.81
Total For Fund 23 Hotel/Motel Tax Fund					1,197.81
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7055	Packing boxes/46 (VH remodel)	Fe Barbara Popp	02/05/14	Feb2014	49.07
31-8010-70-7055	VH ph. 2 renovations-Jan'14	Interior Environments Inc	02/01/14	BRVH-0214	1,990.50
31-8010-70-7055	Packing boxes/60 (VH remodel)	Ja Mb Financial Card Service	01/24/14	1258 01/2014	128.54
Total For Dept 8010 Capital Improvement					2,168.11
Total For Fund 31 Capital Improvements Fund					2,168.11
Fund 32 Sidewalks/Pathway Fund					
Dept 8020 Sidewalks/Pathway					
32-8020-70-7052	Pedestrian imprv/German Ch Rd-e	Burns & McDonnell	01/15/14	74445-2	3,100.64
Total For Dept 8020 Sidewalks/Pathway					3,100.64
Total For Fund 32 Sidewalks/Pathway Fund					3,100.64
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rental-01/21/14	Breens Cleaners	01/21/14	9027/332396	83.22
51-6030-50-5020	Fluoride wtr test/11420 Ridgewo	Envirotest Perry Laborat	05/17/13	13-50905	22.00
51-6030-50-5030	Telephone/pumping station-Jan'1	AT&T	01/16/14	630299575501Jan14	547.28
51-6030-50-5030	Telephone/well monitor line-Jan	AT&T	01/16/14	708240020901Jan14	183.49
51-6030-50-5030	Telephone/pumping line-Jan'14	AT&T	01/22/14	630325420901Jan14	217.43
51-6030-50-5030	Ver. cell phone bill/10 pro-rat	Verizon Wireless	01/21/14	9718791179/Jan14	328.75
51-6030-50-5067	8100 Mad. sidewalk rpr(wtrmain	Daker Corporation	12/23/13	Dec2013	7,350.00
51-6030-50-5067	Repair watermain/148 Post Rd-01	Vian Construction Co., In	01/14/14	00010140014	3,041.25

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-50-5080	Electric/well #1-Jan'14	COMED	01/09/14	0793668005/Jan14	458.56
51-6030-50-5080	Electric/Bedford sump pump-Jan'	COMED	01/16/14	9179647001/Jan14	164.46
51-6030-50-5080	Electric/2M tank-Jan'14	COMED	01/10/14	9256332009/Jan14	154.08
51-6030-50-5080	Electric/pump center-Jan'14	Constellation NewEnergy,	01/15/14	0013058701	3,349.25
51-6030-50-5095	UB water bills/1940-Jan'14	Third Millennium Assoc. I	01/23/14	16534	597.52
51-6030-50-5095	UB late notices & setup fee/328	Third Millennium Assoc. I	01/23/14	16534	251.02
51-6030-60-6010	Fuel Cap (Honda WT20X Trash Pum	Grainger	01/15/14	9340100925	11.05
51-6030-60-6010	Copper Wire (6 AWG, 25 ft - bar	Grainger	01/15/14	9340100925	24.62
51-6030-60-6010	Pipe Clamp, Grounding (Zinc)	Grainger	01/15/14	9340100925	19.28
Total For Dept 6030 Water Operations					16,803.26
Total For Fund 51 Water Fund					16,803.26
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rental-01/21/14	Breens Cleaners	01/21/14	9027/332396	25.89
52-6040-50-5068	Lift station maint/3-Jan'14	Metropolitan Industries,	01/24/14	003355/0000281166	765.00
52-6040-50-5080	Electric/H'Flds L.S.-Jan'14	COMED	01/10/14	0099002061/Jan14	47.68
52-6040-50-5080	Electric/C'Moor L.S.-Jan'14	COMED	01/13/14	03556595009/Jan14	169.43
52-6040-50-5080	Electric/A'Head L.S.-Jan'14	COMED	01/13/14	7076690006/Jan14	150.75
Total For Dept 6040 Sewer Operations					1,158.75
Total For Fund 52 Sewer Fund					1,158.75
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-40-4040	Web hosting/burrridgeevents.com	Mb Financial Card Service	01/24/14	1258 01/2014	6.99
61-4040-50-5030	Mobile data services-Dec'13	Verizon Wireless	01/21/14	9718791179/Jan14	38.00
61-4040-50-5050	Fusing assy/repr PD printer-Dec	National Tek Services, In	12/11/13	2928	340.00
61-4040-50-5061	2014 BS&A annual support	BS&A Software	02/01/14	094365	12,470.00
61-4040-60-6010	CE250A Black HP CM3530	National Tek Services, In	01/24/14	2948	108.00
61-4040-60-6010	CE251A Cyan HP CM3530	National Tek Services, In	01/24/14	2948	213.25
61-4040-60-6010	CE253A Magenta HP CM3530	National Tek Services, In	01/24/14	2948	213.25
61-4040-60-6010	Shipping/processing chg-Jan'14	National Tek Services, In	01/24/14	2948	13.47
61-4040-60-6010	IVR-53001 Keyboard drawer	Runco Office Supply	01/23/14	5527/566671-0	27.99
61-4040-60-6010	#CE400A, HP Cartridge, Blk/PD-J	Runco Office Supply	01/27/14	5901-567046-0	251.98
61-4040-60-6010	#CE401A, HP Cartridge, Cyan/PD-	Runco Office Supply	01/27/14	5901-567046-0	182.99
61-4040-60-6010	#CC530A, HP Cartridge, Blk/PD-J	Runco Office Supply	01/27/14	5901-567046-0	207.98
61-4040-60-6010	#CC531A, HP Cartridge, Cyan/PD-	Runco Office Supply	01/27/14	5901-567046-0	103.99
61-4040-60-6010	#CC533A, HP Cartridge, Magenta/	Runco Office Supply	01/27/14	5901-567046-0	103.99
61-4040-60-6010	#Q6470A, HP Cartridge, Blk/PD-J	Runco Office Supply	01/27/14	5901-567046-0	121.99
61-4040-60-6010	#Q6473A, HP Cartridge, Magenta/	Runco Office Supply	01/27/14	5901-567046-0	121.99
61-4040-60-6010	Less Nov13 credit #C5442170/PD-	Runco Office Supply	01/27/14	5901-567046-0	(154.05)
61-4040-60-6010	Memory upgrades/VH-Dec'13	National Tek Services, In	12/18/13	2931	262.00
Total For Dept 4040 Information Technology					14,633.81
Total For Fund 61 Information Technology Fund					14,633.81

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User: scarman

DB: Burr Ridge

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

EXP CHECK RUN DATES 01/19/2014 - 02/02/2014

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 5/5

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
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Fund Totals:

Fund 10 General Fund	64,669.84
Fund 21 E-911 Fund	1,030.86
Fund 23 Hotel/Motel Tax Fund	1,197.81
Fund 31 Capital Improvements Fun	2,168.11
Fund 32 Sidewalks/Pathway Fund	3,100.64
Fund 51 Water Fund	16,803.26
Fund 52 Sewer Fund	1,158.75
Fund 61 Information Technology F	14,633.81

Total For All Funds:	104,763.08
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