

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

**May 8, 2017**  
**7:00 p.m.**

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**Dilan Reddy – Elm School**

**2. ROLL CALL**

**3. RESIDENTS COMMENTS**

**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.

**5. MINUTES**

- \*A. Approval of Regular Board Meeting of April 24, 2017
- \*B. Receive and File Veterans Memorial Committee Meeting of February 22, 2017
- \*C. Receive and File Veterans Memorial Committee Meeting of March 29, 2017
- \*D. Receive and File Draft Scavenger Franchise Agreement Sub-Committee Meeting of April 24, 2017

**6. ORDINANCES**

- A. Consideration of Ordinance Amending Chapter 50 (Refuse Control) of the Burr Ridge Municipal Code

**7. RESOLUTIONS**

- A. Consideration of Adoption of Resolution to Award a Contract for Exclusive Village-wide Scavenger Services to Groot Industries, of Elk Grove Village, IL

**8. CONSIDERATIONS**

- A. Consideration of Recommendation to Concur with the Award of a Contract by IDOT for the 79th Street LAFO Project
- B. Consideration of Recommendation to Award a Professional Services Contract for Construction Engineering on the 79th Street LAFO Project

- C. Consideration to Rescind Remand to the Plan Commission and Approve Plan Commission Recommendation of Variations to Accommodate the Expansion of an Office Building Parking Lot to Permit Parking to be Located 60 feet from the Front Lot Line (Burr Ridge Parkway) rather than 79.76 feet and to Permit Additional Parking between the Building and the Corner Side Lot Line (north line along South Frontage Road) (V-01-2017: 1333 Burr Ridge Parkway – In Site Real Estate)
- \*D. Approval of Recommendation to Award Contract for Municipal Campus Exterior Painting (bid opening 5/3 at 11 a.m.)
- \*E. Approval of Recommendation to Renew Contract for Prosecutor Services
- \*F. Approval of Veterans Memorial Committee to Reappoint John Moskal to the Veterans Memorial Committee for a Two-Year Term Expiring April 1, 2019
- \*G. Approval of Veterans Memorial Committee to Reappoint Ken Thompson to the Veterans Memorial Committee for a Two-Year Term Expiring April 1, 2019
- \*H. Approval of Veterans Memorial Committee to Reappoint Joseph Kozack to the Veterans Memorial Committee for a Two-Year Term Expiring January 1, 2019
- \*I. Approval of Veterans Memorial Committee to Appoint Tim Vaclav to the Veterans Memorial Committee for a Two-Year Term Expiring May 1, 2019
- \*J. Approval of Veterans Memorial Committee to Appoint Tom Sitkowski to the Veterans Memorial Committee for a Two-Year Term Expiring May 1, 2019
- \*K. Approval of Request from I & M Canal National Heritage Corridor for Donation from Hotel/Motel Tax Fund for the Village's 2016 Annual Dues
- \*L. Approval of FY 16-17 Vendor List in the Amount of \$228,878.83 for all Funds, plus \$209,736.79 for payroll, for a grant total of \$438,615.62, which includes Special Expenditures of \$19,265.00 to Kramer Tree Specialists for Spring brush removal; \$47,407.00 to Currie Motors for 2017 Ford F550 aerial lift truck; \$79,485.87 to Currie Motors for Versalift aerial power equipment and backup; \$14,545.00 to Automatic Control Services for cellular modem upgrade installation
- \*M. Approval of FY 17-18 Vendor List in the Amount of \$122,908.77 for all Funds, which includes Special Expenditures of \$14,040.00 to DuPage Metropolitan for FY 17-18 DUMEG fair share contribution; \$72,730.25 to DuPage Public Safety Commission for DuComm Dispatching quarterly share
- N. Other Considerations – For Announcement, Deliberation and/or Discussion only – No Official Action will be Taken

**9. RESIDENTS COMMENTS**

**10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS**

**11. NON-RESIDENTS COMMENTS**

**12. ADJOURNMENT**

**TO:** Village President and Board of Trustees  
**FROM:** Village Administrator Steve Stricker and Staff  
**SUBJECT:** Regular Meeting of May 8, 2017  
**DATE:** May 5, 2017

**PLEDGE OF ALLEGIANCE**  
**- Dilan Reddy – Elm School**

**6. ORDINANCES**

**A. Amend Chapter 50 (Refuse Control)**

Attached please find an Ordinance amending Chapter 50 (Refuse Control) of the Burr Ridge Village Code. The amendments update the existing Refuse Control Ordinance and include requirements related to the award of an exclusive contract with a solid waste contractor licensed by the Village for the residential collection and disposal of refuse, recyclable materials and landscape waste throughout the Village. These recommended changes should be approved by the Village Board only if the Board first awards a franchise agreement under Item #7A.

**It is our recommendation:** that the Ordinance amending Chapter 50 (Refuse Control) of the Burr Ridge Village Code be approved.

**7. RESOLUTIONS**

**A. Contract for Village-wide Scavenger Services**

At the October 2014 Board Goal Setting Session, the Board established a goal “to pursue a franchise agreement with one waste hauler.” In April 2016, a Scavenger Franchise Agreement Sub-Committee was created and comprised of Trustees Guy Franzese (Chairperson), Tony Schiappa and Paula Murphy (Trustee Al Paveza was later appointed to fill the position left vacant by Trustee Murphy). The Committee outlined four major reasons why a franchise agreement should be considered, including:

1. Safety
2. Reduction in waste hauling trucks, which will result in less wear and tear on Village street, plus less fuel consumed, which results in less emissions and less noise
3. Cost savings for residents
4. Enhanced recycling and other environmental-friendly program offerings

In the summer of 2016, the Committee met with the three major licensed haulers in Burr Ridge to discuss their operations and to further educate themselves in the various methods, operations and programs that exist in the industry. As a result, a draft Request for Proposal was created that included what the Committee felt would be the best and most flexible program for Burr Ridge residents.

On September 14, 2016, the Board met with representatives of Homeowners' Associations to share their thoughts with them and to solicit their input. In order to solicit input from residents, an article appeared in the fall 2016 Burr Ridge Briefs newsletter. Based on the input received, the Committee revised its draft RFP and on January 23, 2017, the Village Board authorized the Committee to send out the RFP.

A total of six proposals were received by the Village in late February 2017. The Committee reviewed the proposals in March and determined that the lowest and best proposal was from Groot Industries. After further negotiations with the Contractor, a proposed program was presented to HOA representatives on April 5 and to residents at meetings held on April 12 and April 20 (see attached). It was clear from these meetings, as well as from over 40 emails and at least a dozen phone calls received by the Village Administrator that the vast majority of residents were in favor of the proposal and the award of a franchise agreement. Many residents commented that, based on the pricing provided by Groot (\$16.85 per month for unlimited pick up of refuse, recycling and landscape waste-\$16.10 per month for seniors), they would save \$100 or more per year on their garbage bills if the Village entered into a franchise agreement with Groot.

Based on this input, on Monday, April 24, the Scavenger Franchise Agreement Sub-Committee voted unanimously to recommend that the Village Board approve the Village's first-ever exclusive franchise agreement for scavenger services and award the contract to Groot Industries, of Elk Grove Village (see attached contract). Enclosed is a Resolution authorizing the execution of this contract. Highlights of the agreement are also attached.

If the Board awards the contract to Groot Industries, operations will begin on Thursday, August 3, 2017. Residents will be informed through the May newsletter and letters will also be sent to all Homeowners' Associations and to all licensed haulers in Burr Ridge informing them of this new program. Groot will send out a package of information to residents about the program and how to sign up. Additional meetings will be held in June and July to explain the program and answer any questions residents may have.

**It is our recommendation:** that the Resolution authorizing the award of an exclusive franchise agreement for scavenger services to Groot Industries, of Elk Grove Village, be adopted and that the Mayor be authorized to sign the contract.



## 8. CONSIDERATIONS

### A. Award of Contract by IDOT – 79th Street LAFO Project

The Village secured federal grant funding in 2013 for resurfacing 79th Street between Madison Street and County Line Road. This project is categorized as a Local Agency Functional Overlay (LAFO), which makes the resurfacing eligible for State and/or Federal funding, and includes replacing the guardrail by Drew Avenue. In 2015, the Street Policy Committee concurred with staff's recommendation to accelerate the schedule of the 79th Street project to take advantage of incentives in federal matching funds offered through DuPage Mayors and Managers Conference (DMMC). DMMC increased the federal share from 70 percent to 75 percent (75%) of the total construction cost. To meet the schedule necessary to obtain this incentive from DMMC for this project, the Village retained a consulting design engineer and targeted an April 2017 IDOT construction letting.

IDOT opened bids in Springfield, Illinois, on April 28, 2017. The 79th Street LAFO Project received the following three (3) bids:

<b>Contractor</b>	<b>Bid Price</b>
Brothers Asphalt Paving, Inc., Addison, IL	\$ 409,710.65
Chicagoland Paving Contractors, Inc., Lake Zurich, IL	\$ 419,900.00
K-Five Construction Corporation, Westmont, IL 60559	\$ 471,867.20
<b>Engineer's Estimate</b>	<b>\$ 452,754.00</b>

Based on this "as-read" tabulation of bids provided by IDOT, the lowest bid was from Brothers Asphalt Paving, Inc. in the amount of \$409,710.65. This bid is \$43,044, or 9.5% under the estimate. Utilizing the STP grant, the Village share will be \$102,430, which is \$10,570 less than the FY17-18 Capital Improvements Fund budget for this project.

Construction on the 79th Street resurfacing project should begin in early summer 2017. Brothers Asphalt Paving successfully completed the Village's 2016 Road Program Resurfacing Contract.

**It is our recommendation:** that the Village concur with the award of this contract by IDOT to Brothers Asphalt Paving, Inc., Addison, Illinois, in the amount of \$409,710.65.

### B. Award Professional Services Contract – 79th Street LAFO Project

Construction on the 79th Street grant-funded resurfacing project should begin in summer 2017. The project includes resurfacing 79th Street between Madison Street and County Line Road, and replacing the guardrail by Drew Avenue. IDOT opened bids for this project on April 28, 2017, and will award a

contract to the low bidder, Brothers Asphalt Paving, Inc., of Addison, Illinois, in the amount of \$409,710.65.

Federally-funded projects must comply with rigorous Federal documentation standards, require full-time construction supervision, and entail burdensome follow-up documentation to close out the project for proper invoicing by IDOT. It will be necessary for the Village to utilize a consultant to ensure construction is in compliance with federal requirements and to provide the numerous reports to IDOT construction project managers. Staff in the Engineering Division will be unable to support this effort solely as they are concurrently supervising other Road Program contracts, the bi-annual Street Condition Survey, private development construction, and collection of GIS data.

The Village has solicited a proposal for Construction Engineering Services from the design consultant that kept the accelerated schedule required in the first stages of this project to meet grant funding requirements. Patrick Engineering, Inc., of Lisle, Illinois, has performed construction engineering for similar federal projects in other municipalities including the Village of Woodridge. This firm has qualified personnel available to manage the construction and documentation for this important project. The proposal for construction engineering services from Patrick Engineering, Inc., is \$53,690, for which adequate funds have been budgeted in the FY17-18 budget.

**It is our recommendation:** that a contract for professional services for Construction Engineering on the 79th Street LAFO Project be awarded to Patrick Engineering, Inc., of Lisle, Illinois, in the amount of \$53,690.

**C. Rescind Remand to Plan Commission/Approve Variations (1333 Burr Ridge Parkway – In Site Real Estate)**

At its April 10, 2017 meeting, the Board remanded this petition to the Plan Commission in order to allow the petitioner to amend the petition. Subsequent to the April 10 meeting, the petitioner has decided not to amend the petition and is asking that the Board approve the variations as recommended by the Plan Commission. The Village Attorney has advised that the Board may rescind its remand to the Plan Commission and proceed with its consideration of the Plan Commission recommendation.

Attached is the letter from the Plan Commission recommending approval of a request by In Site Real Estate for variations from the Zoning Ordinance to permit parking to be located 60 feet from the front lot line (Burr Ridge Parkway) rather than 79.76 feet and to permit additional parking between the building and the corner side lot line (north line along South Frontage Road) rather than the requirement prohibiting parking between the building and the corner side lot line. The petitioner owns the office building at 1333 Burr Ridge Parkway and intends to expand the parking lot for potential future tenants.

The Plan Commission recommendation is based on the condition that the parking in the southwest corner of the property, nearest the residential condos in the Village Center, be deleted and that area maintained as open space. The Plan Commission believes that the property is unique and some additional parking is necessary. Additionally, allowing further encroachment of parking into the green space on the north and east sides in exchange for maintaining green space in the southwest corner provides an overall public benefit.

**It is our recommendation:** that the Board first approve a motion rescinding the remand to the Plan Commission; and second, approve a motion directing staff to prepare an Ordinance granting the variations as recommended by the Plan Commission.

**D. Award Contract for Municipal Campus Exterior Painting**

The FY17-18 Budget includes funds for exterior painting of the Village Hall and Police Station buildings. The Village Hall and storage building were last stained in 2009, while the Police Department has its original finish from 2010. Exterior finishes on both buildings are deteriorating, and proposed work includes surface preparation, wood replacement, caulking, and two coats of a durable solid-body stain to ensure a long-lasting finish.

This project was last bid in September 2016; however, only one bid was received which exceeded the FY16-17 budget for this work. The bid was subsequently rejected and funds were re-budgeted in FY17-18 in anticipation of a competitive bid environment this spring.

The Public Works Department revised its proposal documents and recently solicited bids again. Four (4) contractors obtained bid packages, and all four prepared bids that the Village opened and read publicly on Wednesday, May 3, 2017 as follows:

<b>Contractor</b>	<b>Total Bid</b>
Allied Painting Services, Inc., St. Charles, IL	\$ 27,400.00
Randex Painting, Inc., Bolingbrook, IL	\$ 29,665.00
Oosterban & Sons Co., Posen, IL	\$ 31,732.00
Capital Painting, Inc., Naperville, IL	\$ 39,774.76
<b>FY17-18 Budget</b>	<b>\$ 29,000.00</b>

The lowest responsive and responsible bid was received from Allied Painting Services, Inc., of St. Charles, Illinois, in the amount of \$27,400. Their bid is \$1,600 under the budget estimate.

**Contractor Reputability and Completeness of Bid Documents:**

No errors or omissions were identified in the review of the lowest responsive and responsible bid by Allied Painting Services. All certifications submitted with

the bid by this contractor are in order and properly notarized.

This company has satisfactorily performed similar work for agencies including Flagg Creek Water Reclamation District, as well as a 2016 rehabilitation of exterior surfaces on a historic train depot for the Elmhurst Park District. A check of these and other references indicates strong recommendations for satisfactorily completing projects.

**It is our recommendation:** that a contract for the Municipal Campus Exterior Painting be awarded to Allied Painting Services, Inc., of St. Charles, Illinois, in the amount of \$27,400.

**E. Renew Contract for Prosecutor Services**

Enclosed please find Village Prosecutor Christine Charkewycz's proposed agreement for a renewal of municipal prosecution services for FY17-18, effective June 1, 2017, through May 31, 2018. There are no changes to any of the terms and the Department has been fully satisfied with her work. The agreement includes a per-court session fee increase from \$180 to \$185, with no changes to the rate of \$100 per hour for legal work associated with prosecution of Village Ordinances (there will be no additional fee for consultation and advice to Police Officers), and \$140 per hour legal work associated with Village Building Code violations.

**It is our recommendation:** that the recommendation for renewal of the agreement with Christine Charkewycz for prosecution services for FY 17-18 be approved.

**F. Reappoint John Moskal to Veterans Memorial Committee**

The Veterans Memorial Committee is recommending the reappointment of John Moskal to the Veterans Memorial Committee for a two-year term expiring April 1, 2019. John has been on the Committee since April 2013.

**It is our recommendation:** that the recommendation to reappoint John Moskal to the Veterans Memorial Committee be approved.

**G. Reappoint Ken Thompson to Veterans Memorial Committee**

The Veterans Memorial Committee is recommending the reappointment of Ken Thompson to the Veterans Memorial Committee for a two-year term expiring April 1, 2019. Ken has been on the Committee since April 2013.

**It is our recommendation:** that the recommendation to reappoint Ken Thompson to the Veterans Memorial Committee be approved.

**H. Reappoint Joseph Kozack to Veterans Memorial Committee**

The Veterans Memorial Committee is recommending the reappointment of Joseph Kozack to the Veterans Memorial Committee for a two-year term expiring January 1, 2019. Joseph has been on the Committee since January 2015.

**It is our recommendation:** that the recommendation to reappoint Joseph Kozack to the Veterans Memorial Committee be approved.

**I. Appoint Tim Vaclav to Veterans Memorial Committee**

The Veterans Memorial Committee is recommending the appointment of Tim Vaclav to the Veterans Memorial Committee for a two-year term expiring May 1, 2019. Many of the Board members will recall that Tim was one of the founding members of the Committee and served as its Chair from 2001 to 2010. Tim has moved back to Burr Ridge from Wisconsin and has expressed an interest in rejoining the Committee.

**It is our recommendation:** that the recommendation to appoint Tim Vaclav to the Veterans Memorial Committee be approved.

**J. Appoint Tom Sitkowski to Veterans Memorial Committee**

The Veterans Memorial Committee is recommending the appointment of Tom Sitkowski to the Veterans Memorial Committee for a two-year term expiring May 1, 2019.

**It is our recommendation:** that the recommendation to appoint Tom Sitkowski to the Veterans Memorial Committee be approved.

**K. I & M Canal Request for 2017 Annual Dues**

Enclosed is a letter from Alice Krampits, Chairman of the I & M Canal National Heritage Corridor Civic Center Authority, requesting the annual dues contribution in the amount of \$2,900. \$3,000 has been placed in the Hotel/Motel Tax Fund Budget for this purpose.

**It is our recommendation:** that the request from the I & M Canal National Heritage Corridor for dues in the amount of \$2,900 be approved.

**L. FY 16-17 Vendor List**

Enclosed is the FY 16-17 Vendor List in the Amount of \$228,878.83 for all Funds, plus \$209,736.79 for payroll, for a grant total of \$438,615.62, which includes Special Expenditures of \$19,265.00 to Kramer Tree Specialists for Spring brush removal; \$47,407.00 to Currie Motors for 2017 Ford F550 aerial

lift truck; \$79,485.87 to Currie Motors for Versalift aerial power equipment and backup; \$14,545.00 to Automatic Control Services for cellular modem upgrade installation.

**It is our recommendation:** that the FY 16-17 Vendor List be approved.

**M. FY 17-18 Vendor List**

Enclosed is the FY 17-18 Vendor List in the Amount of \$122,908.77 for all Funds, which includes Special Expenditures of \$14,040.00 to DuPage Metropolitan for FY 17-18 DUMEG fair share contribution; \$72,730.25 to DuPage Public Safety Commission for DuComm Dispatching quarterly share.

**It is our recommendation:** that the FY 17-18 Vendor List be approved.

**REGULAR MEETING**  
**PRESIDENT AND BOARD OF TRUSTEES**  
**VILLAGE OF BURR RIDGE**

**April 24, 2017**

**CALL TO ORDER** The Regular Meeting of the President and Board of Trustees of April 24, 2017 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:02 p.m. by President Straub

**PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was led by Brenner Gill, Pleasantdale Elementary School.

**ROLL CALL** was taken by the Village Clerk and the results denoted the following present: Trustees Franzese, Grasso, Paveza, Bolos, Snyder, Schiappa and President Straub. Also present were Village Administrator Steven Stricker, Community Development Director Doug Pollock, Police Chief John Madden, Public Works Director Dave Preissig and Village Clerk Karen Thomas.

**RESIDENT COMMENTS** There were none.

**CONSENT AGENDA – OMNIBUS VOTE** After reading the Consent Agenda by President Straub, motion was made by Trustee Grasso and seconded by Trustee Snyder 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: 6 – Trustees Grasso, Snyder, Schiappa, Franzese, Paveza and Bolos

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

**APPROVAL OF REGULAR BOARD MEETING APRIL 10, 2017** were approved for publication under the Consent Agenda by Omnibus Vote.

**APPROVAL OF AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO THE BURR RIDGE ZONING ORDINANCE TO PERMIT A RESTAURANT WITH ALCOHOLIC BEVERAGE SALES AND LIVE ENTERTAINMENT (Z-04-2017: 705 VILLAGE CENTER DRIVE – HAMPTON SOCIAL)** The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.

**THIS IS ORDINANCE A-834-09-17**

**APPROVAL OF RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING OF THE WOLF ROAD PEDESTRIAN CROSSING IMPROVEMENT** The Board, under the Consent Agenda by Omnibus Vote awarded the contract to Patrick Engineering, Inc., Lisle, Illinois, in the amount not to exceed \$15,820.00.

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**APPROVAL OF RECOMMENDATION TO APPROVE FY 17-18 PAY PLAN AND SALARY INCREASES FOR NON-UNION EMPLOYEES** The Board, under the Consent Agenda by Omnibus Vote, approved the FY 17-18 Pay Plan and salary increases.

**RECEIVE AND FILE RESIGNATION LETTER FROM PART-TIME PUBLIC WORKS GENERAL UTILITY WORKER I TANNER VAICKUS EFFECTIVE APRIL 21, 2017** The Board, under the Consent Agenda by Omnibus Vote, noted the resignation letter as received and filed.

**APPROVAL OF RECOMMENDATION TO FILL THE PART-TIME PUBLIC WORKS GENERAL UTILITY WORKER I VACANCY CREATED BY THE RESIGNATION OF PART-TIME GENERAL UTILITY WORKER I TANNER VAICKUS** The Board under the Consent Agenda by Omnibus Vote, authorized the Public Works Director to promote the temporary Part-time General Utility Worker1/Meter Reader to the permanent Part-time General Utility Worker 1 position in the Operations Division and to leave the temporary part-time General Utility Worker1/Meter Reader position vacant.

**APPROVAL OF REQUEST FOR RAFFLE LICENSE FOR GOWER PTO AND HOSTING FACILITY LICENSE FOR BURR RIDGE COMMUNITY CENTER FOR EVENT ON MAY 5, 2017** The Board, under the Consent Agenda by Omnibus Vote, approved the raffle license

**APPROVAL OF VENDOR LIST IN THE AMOUNT OF \$322,300.58 FOR ALL FUNDS, PLUS \$259,498.72 FOR PAYROLL, FOR A GRAND TOTAL OF \$581,799.30, WHICH INCLUDES A SPECIAL EXPENDITURE OF \$53,276.52 TO WEST SUBURBAN WATER COMMISSION FOR WATER PURCHASE 11,077,120 GALLONS IN DECEMBER 2016 (BEDFORD PARK WATER MAIN BREAK)** The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor list for the period ending April 24, 2017 in the amount of \$322,300.58 and payroll in the amount of \$259,498.72 for the period ending April 8, 2017.

**CONSIDERATION OF ORDINANCE AMENDING CHAPTER 1 OF THE MUNICIPAL CODE ENACTING REGULATIONS REGARDING PAID SICK LEAVE AND PAYMENT OF MINIMUM WAGE WITHIN VILLAGE OF BURR RIDGE** Village Administrator Steve Stricker said in October of 2016, the Cook County Board of Commissioners adopted two Ordinances that may have an impact on the economic development of Burr Ridge. These Ordinances will become effective July 1, 2017. The first Ordinance requires all employers in Cook County to provide a minimum number of paid sick days to employees. Employees would be allowed to accrue one hour of earned sick leave for every 40 hours worked, with a cap of 40 hours of earned sick leave accrued per a 12-month period. He continued that the other Ordinance is the minimum wage Ordinance that just effects Cook County. Starting July 1, 2017, the minimum wage would be \$10.00 per hour with a \$1.00 increase every year through 2020. After 2020, the minimum wage is capped at the CPI (Consumer Price Index) or 2.5%, whichever is lower.



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Mr. Stricker said that in March the Economic Development Committee recommended that the Village opt out of these two Ordinances. He said to-date, we have learned that at least 2 dozen communities in Cook County have opted out and he expects there will be more.

There was a some discussion.

Motion was made by Trustee Paveza and seconded by Trustee Schiappa to approve the Ordinance Amending Chapter 1 of the Municipal Code enacting regulations regarding paid sick leave and payment of minimum wage within Village of Burr Ridge.

On Roll Call, Vote Was:

AYES: 6 – Trustees Paveza, Schiappa, Franzese, Grasso, Bolos, Snyder.

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

**THIS IS ORDINANCE A-227-01-17**

**I-294 RECONSTRUCTION PROJECT UPDATE** Village Administrator Steve Stricker said that on April 7, Mayor Straub and he had a meeting with the tollway officials. Notes of that meeting have been posted on the Village website. He said they presented the Village concerns, item by item, to them.

Public Works Director Dave Preissig said he attended the Tollway Customer Service and Planning Committee meeting today. They were meeting to hear the staff's recommendation from the master plan and evaluate the concepts on the Central Tri-State corridor of I-294 and identify a recommended alternate. He said the recommendation is to integrate a flex lane on the inside shoulder in each direction and to widen where needed one lane to the outside. He said the expansion will be completed without raising tolls. The next discussion is at the Board level on Thursday, April 27, where they will get a recommendation to proceed with design contracts and move on to the next stage.

There was some discussion and questions.

**OTHER CONSIDERATIONS** There were none.

**RESIDENT COMMENTS** There were none.

**REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS** In reply to Mayor Straub, Trustee Franzese stated the goals of the Scavenger Franchise Agreement Sub-Committee as; safety, reduce wear and tear on roads, reduce cost and improve recycling opportunities and education. He said the Request of Proposal was sent to six waste haulers. There have been four public meetings with the residents. The sub-committee has listened to the concerns

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and based on the overwhelming support for the concept, the committee is recommending that the Village Board approve a waste hauling franchise agreement with Groot Industries for a five year period. The Village Administrator said that the agreement will be on the May 8 agenda.

In answer to Trustee Bolos, Trustee Franzese said the annual increase was reduced from 3% per year to 2.5% per year with a five year contract.

Trustees Grasso and Bolos thanked the Trustees, Mayor, Staff and residents for their support over the past four years.

Trustees Schiappa, Franzese, Paveza and Mayor Straub thanked Trustee Grasso and Bolos for their service, knowledge, leadership and dedication and wished them well.

**NON-RESIDENTS COMMENTS** Dolores Cizek. LaGrange, said there was an article in January 2017 regarding Cook County having funds available to municipalities. She said there is \$8.5 million available for transportation projects. Village Administrator Steve Stricker said staff is aware of the funds and tomorrow we will be discussing the grant application with the County Staff.

Ms. Cizek commented on the projected deficit in seven of thirteen village funds at the end of April 2018, the Village Administrator's salary and the increase in Building Fees.

**ADJOURNMENT** Motion was made by Trustee Schiappa and seconded by Trustee Snyder that the Regular Meeting of April 24, 2017 be adjourned.

On Roll Call, Vote Was:

AYES: 6 – Trustees Schiappa, Snyder, Bolos, Paveza, Franzese, Grasso

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried and the meeting was adjourned to 7:46 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.

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Karen J. Thomas  
Village Clerk  
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**MINUTES  
VETERANS MEMORIAL COMMITTEE  
VILLAGE OF BURR RIDGE  
FEBRUARY 22, 2017**

**CALL TO ORDER:** Chairperson Len Ruzak called the meeting to order at 4:00 p.m.  
in the Conference Room, 7660 County Line Road, Burr Ridge, Illinois

**ROLL CALL** - Roll call was taken as follows:

Present: John Curin, John Moskal, Mickey Straub, Ken Thompson, Jack Schaus.  
Len Ruzak, Dick Coan, Joe Kozak.

Also Present: Events Coordinator Janet Kowal

Absent: Russell Smith

**MOTION TO APPROVE MINUTES FROM JANUARY 28 MEETING -**

Change purchase of \$6 pens, remove the \$6 price. The kit is \$12.95, does not include the wood for the pens. (You would need a lathe and mandril to finish, and internal mechanism.) Will pass on the purchase.

Motion by Ken Thompson - with correction. Second by Joe Kozak All in favor.

**FINANCIAL REPORT - Jack Schaus**

Past financial figures were approved. \$15.50 interest in the account, 1 more brick was sold for a total of 5 bricks sold. (\$115.15) NO disbursements have been made from the account. \$30,933.01 total in the account.

There were questions regarding a \$750 bill which was just received. Old bill.

**MOTION TO APPROVE FINANCIAL REPORT -**

Motion -John Curin, Second -John Moskal. All in favor.

**DISCUSSION REGARDING ARMED FORCES DAY -**

**For A Guest Speaker** -Ken Thompson noted that Keynote Speaker Alan J. Lynch is already booked for the day, will try for next year, as he does the presentation for others. Still need to find a speaker.

Dick Coan arrived late, suggested a drive to find new members for the Veterans Committee. Mailing list to 1,000 veterans runs about \$150. Then, send out brochure/flyer to list for members. (List is from “Leads Please!” company.) Len Ruzak asked if the upcoming EDC breakfast might be a good place to ask about veterans for the Committee, and if Mickey would do that. It would also be a good place to bring up the Patriot Award nominations. They could also bring forms for the bricks to be sold, and the Patriot Award. Mickey agreed to work this into his presentation.

Len mentioned his retiring from the Veterans Committee, and it was agreed that a new Chairman would need to be found. Connections will be asked, the name of Dale Bottom was brought up. It was suggested that Mickey ask Dale if he is available to speak, as he was a navy officer. He will ask him.

Mickey noted that he had called Secretary of State Jesse White’s office to ask about him speaking for Armed Forces Day. He was told that a formal invitation needs to be submitted to Jesse White’s office. Mickey will do so. Jesse White was a veteran of the 82<sup>nd</sup> Airborne unit.

Janet Kowal is still waiting to hear from the Gower School Band Director about Armed Forces Day. If nothing comes of it, then the West Suburban Concert Band will be asked to perform.

John Moskal noted that the flyover of the antique planes is once again in order, John O’ Connor will be securing the pilots and those details.

John Curin contacted the Brookfield Honor Guard, trying to get ahold of their Captain to see if they are available. NO response as yet. Still need a color guard!

It was noted that the Committee is hoping Mayor Mickey will be available to be the Master of Ceremonies for Armed Forces Day.

## **DISCUSSION REGARDING THE LANDSCAPING OF THE MEMORIAL - IMPROVEMENTS**

Joe Koziol noted that a mason has to install or service the edge of the Memorial. The stone company just manufactures the stone, but does not install it.

Len asked about the brick applications, and said that all old ones were put on a CD. Should they be archived for record keeping sake? This brought questions regarding the care of the Memorial, and who should be responsible for it. The Committee discussed the poor condition of the grass/grounds around it, and it was decided that they would talk to Gary Gatlin about it to see what could be done. It was noted that they thought they had already contracted someone to do this last fall, but that it might have been “rolled in” with the Village landscapers.

## **MISCELLANEOUS**

It was brought up that perhaps the Jesse White Tumblers should be brought in with Secretary Jesse White, if he is the guest speaker for Armed Forces Day. It was asked what the fee is – no one knows, but all agreed if we do have them come in a donation would be made to the group.

The next meeting is scheduled for Wednesday, March 22, 2017.

## **MOTION TO ADJOURN –**

Motion –John Moskal, Second – Ken Thompson. All in favor.

Respectfully submitted,

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Janet Kowal

Burr Ridge Veterans Memorial Committee

Minutes of Meeting Wednesday March 29, 2017

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 Moskal, Russell Smith, Mickey Straub, Jack Schaus, John Curin, and Ken Thompson.

Absent: Joe Kozak

Also Present: Events Coordinator, Janet Kowal

3. Minutes of the previous meeting of February 22nd, 2017 were read. Motion to accept Minutes by John Moskal; second by Ken Thompson. Motion carried.

4. Written Financial Report by Jack Schaus, Treasurer. Showed current balance \$30,498.79 (March). Motion to accept Treasurer's Report by John Curin, second by Ken Thompson. Motion carried.

5. Old Business:

Chairman Ruzak noted that Armed Forces Day event is May 20<sup>th</sup> and we still need a speaker, Color Guard.

6. New Business:

Chairman Len Ruzak resigned from the Committee effective immediately, Jack Schaus will be acting Chairman until a replacement is named. Village Administrator, Steve Stricker announced the Hinsdale Rotary Club will recognize Jack Schaus and Len Ruzak for their involvement in Burr Ridge. Janet Kowal confirmed that West Suburban Concert Band will perform at the Memorial. Cody Curin is contacting Lewis University to obtain a Honor Guard for May 20th

7. General Discussion:

Discussed Committee Members to pass out flyers to the local VFW's to increase Participation at the Armed Forces Day Event.

8. Adjournment:

Motion by Ken Thompson to adjourn; second by John Moskal. Motion carried. Meeting adjourned at 4:40 P.M. Next meeting is Wednesday, April 26th, 2017.

**MINUTES  
SCAVENGER FRANCHISE AGREEMENT  
SUB-COMMITTEE  
Meeting of April 24, 2017**

**CALL TO ORDER**

The meeting was called to order by Chairperson Guy Franzese at 6:05 p.m.

**ROLL CALL**

Present: Chairperson Guy Franzese, Trustee Tony Schiappa and Trustee Al Paveza

Absent: None

Also Present: Village Administrator Steven Stricker, Community Development Director Doug Pollock, and Groot Industries Municipal Manager Frank Hillegonds

**APPROVAL OF MINUTES**

A **motion** was made by Trustee Al Paveza to approve the minutes of March 20, 2017. The motion was **seconded** by Trustee Tony Schiappa and **approved** by a vote of 3-0.

**RESULTS OF THE RESIDENT MEETINGS CONCERNING A POSSIBLE FRANCHISE AGREEMENT FOR SCAVENGER SERVICE**

Village Administrator Steve Stricker stated that the Committee had recently completed one meeting with Homeowners' Associations and two meetings with residents concerning a possible franchise agreement for scavenger services and he felt that the vast majority of comments received were positive. Trustee Al Paveza stated that he had talked with many residents at those meetings and subsequently throughout the Village over the past couple of weeks and was impressed with how positive the comments were that he received.

Administrator Stricker presented the Committee with copies of over 40 emails that he had received, the majority of which he stated were positive. Chairperson Franzese stated that he went through each and every email and indicated that, out of 43 emails, 39 were positive, 2 were negative toward the idea of a franchise agreement and 2 simply had questions. Trustee Paveza stated that there will always be a few people that will be opposed to whatever the Village does. He stated his feeling that the Village should ultimately do what is in the best interest of all the residents.

Administrator Stricker stated that one of the major concerns that was expressed was the Thursday and Friday pickup days and how that may impact residents who go away for the weekend. He indicated that language has been added to the contract to provide for a cart return program that would cost approximately \$2.00 more per week.

The Administrator shared with the Committee the Hauler's suggested route map, which would provide for pickup on Thursday for all homes south of I-55 and west of County Line Road, with all the remaining quadrants of the Village north of I-55 and those properties south of I-55 east of County Line Road to be picked up on Friday. Chairperson Franzese asked Mr.

Frank Hillegonds, of Groot Industries, if it would be possible to simplify the route map and divide the Village by north and south, with the south part of the Village being picked up on Thursday and the north side picked up on Friday. In response, Mr. Hillegonds stated that he would work with his route manager to determine if that is possible.

### **REVIEW OF DRAFT FRANCHISE AGREEMENT**

Administrator Stricker indicated that he had provided the Committee with the latest draft of the franchise agreement that includes comments that were provided to him by Frank Hillegonds, of Groot, as well as the Village Attorney. He stated that he had just received the comments from Groot's corporate attorney and that those comments have yet to be reviewed and included in the current draft of the agreement. He stated that he expected to have another draft of the agreement out by the middle of the next week.

Administrator Stricker asked the Committee whether they would provide a 3-year or a 5-year contract term. After some discussion, it was agreed that the contract should be for 5 years.

Administrator Stricker reminded the Committee of the opt-out provision for Homeowners' Associations, if they have an existing contract in place. He asked the Committee to provide him with a date at which the contract with another should have been in place and suggested that January 1, 2017, would be a good date, since it was around the time when this issue was first discussed with the public. After some discussion, the Committee agreed that the HOAs may request to opt out of the franchise agreement if they have an existing contract with another hauler in place prior to January 1, 2017.

### **DRAFT AMENDMENT TO CHAPTER 50**

Administrator Stricker stated that Chapter 50 of the Village Code has been in place for many years, but needs to be revised to include provisions associated with the award of a franchise agreement. He stated that the definitions in the code were updated to mirror those that were included in the agreement. Chairperson Franzese stated that he reviewed the changes to Chapter 50 carefully and had no comments. Administrator Stricker stated that he would take one last look at the provisions of Chapter 50 to make sure they mirror similar provisions in the franchise agreement.

### **RECOMMENDATION TO AWARD A FRANCHISE CONTRACT FOR SCAVENGER SERVICES**

Chairperson Franzese stated that the Committee had three options:

1. To recommend a 5-year franchise agreement.
2. To recommend a 3-year franchise agreement.
3. To not recommend moving forward on a franchise agreement and taking no further action.

After some discussion, it was agreed that the vast majority of residents who commented on the proposal to award a franchise agreement for scavenger services to Groot Industries



spoke in favor of the concept. With this in mind, a **motion** was made by Trustee Al Paveza to recommend to the Village Board that they award a 5-year franchise agreement to Groot Industries. The motion was **seconded** by Trustee Tony Schiappa and **approved** by a vote of 3-0.

Administrator Stricker indicated that he was already in the process of drafting letters to Groot, to Homeowners' Associations regarding the opt-out provisions and to the other licensed haulers in the Village. Frank Hillegonds suggested that HOAs be required to contact him to discuss rates and service options before committing to opt out. Administrator Stricker stated that he originally intended to send a 2<sup>nd</sup> letter to the residents informing them of the Village's decision to award a franchise agreement, but stated that the cost of sending a letter would be approximately \$3,700 and, as a cost saving matter, suggested that this information be provided to the residents via the spring newsletter that will go out to all residents in the middle of May. The Committee concurred with the Administrator's recommendation.

Chairperson Franzese suggested that information regarding the new franchise agreement that is found on the Village's website be more accessible and that a banner be placed on the website homepage to announce the decision to award a franchise agreement, if and when it occurs. He also suggested that an announcement be sent out on the Village's app.

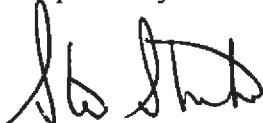
#### **RESIDENT COMMENTS**

None.

#### **ADJOURNMENT**

There being no further business, a **motion** was made by Trustee Al Paveza to adjourn the meeting. The motion was **seconded** by Trustee Tony Schiappa and **approved** by a vote of 3-0. The meeting was adjourned at 6:52 p.m.

Respectfully submitted,



Steven Stricker  
Village Administrator

SS:bp

ORDINANCE NO. A-240-01-17

ORDINANCE AMENDING CHAPTER 50 (REFUSE CONTROL)  
OF THE BURR RIDGE MUNICIPAL CODE

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

**Section 1.** That Chapter 50 of the Burr Ridge Municipal Code, is hereby amended in its entirety, attached as **Exhibit A**, to add the provisions which are shown in red with underscoring and stricken text indicated with a ~~strikethrough~~.

**Section 2.** This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

**Section 3.** The Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the President of the Village of Burr Ridge.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## BURR RIDGE VILLAGE CODE

### CHAPTER 50

#### Refuse Control

<a href="#">Sec. 50.01.</a>	<a href="#">Definitions</a>
<a href="#">Sec. 50.02.</a>	<a href="#">Exclusive Disposal contract for Residences</a>
<a href="#">Sec. 50.03.</a>	<a href="#">Disposal from Other Dwellings and Buildings</a>
<a href="#">Sec. 50.02.04</a>	<a href="#">Uncovered Garbage</a>
<a href="#">Sec. 50.03.05</a>	<a href="#">Wind-blown refuse</a>
<a href="#">Sec. 50.04.06</a>	<a href="#">Deposits on streets</a>
<a href="#">Sec. 50.05.07</a>	<a href="#">Dumping prohibited</a>
<a href="#">Sec. 50.06.08</a>	<a href="#">Disposal</a>
<a href="#">Sec. 50.09.</a>	<a href="#">Incineration</a>
<a href="#">Sec. 50.07.10</a>	<a href="#">Collection starting and ending times</a>
<a href="#">Sec. 50.08.11</a>	<a href="#">Placement or Collection - Time Limit</a>
<a href="#">Sec. 50.09.12</a>	<a href="#">License Required</a>
<a href="#">Sec. 50.40.14</a>	<a href="#">License Applications</a>
<a href="#">Sec. 50.41.15</a>	<a href="#">License Fees</a>
<a href="#">Sec. 50.42.16</a>	<a href="#">License Term</a>
<a href="#">Sec. 50.43.16</a>	<a href="#">Insurance Required</a>
<a href="#">Sec. 50.44.17</a>	<a href="#">Denial, Suspension and Revocation Procedure; Hearing</a>
<a href="#">Sec. 50.45.18</a>	<a href="#">Recyclable Material Program</a>
<a href="#">Sec. 50.46.19</a>	<a href="#">Recyclable Material Program - Multi-Family Developments</a>
<a href="#">Sec. 50.47.20</a>	<a href="#">Recycling Bins</a>
<a href="#">Sec. 50.48.21</a>	<a href="#">Fee Required</a>
<a href="#">Sec. 50.49.22</a>	<a href="#">Non-Licensed Scavenging Prohibited</a>
<a href="#">Sec. 50.20.23</a>	<a href="#">Scavenger's Responsibilities</a>
<a href="#">Sec. 50.24.24</a>	<a href="#">Record Keeping</a>
<a href="#">Sec. 50.22.25</a>	<a href="#">Landscape Waste Program</a>
<a href="#">Sec. 50.23.26</a>	<a href="#">No Dumping</a>
<a href="#">Sec. 50.24.27</a>	<a href="#">Penalties</a>

Last revision Ordinance A-240-01-09, 5-26-09

Last revision Ordinance A-240-\_\_\_\_-17, 5-8-17

## Definitions

### Residential Unit:

Single family attached or detached dwelling where refuse, recycling and landscape waste is collected adjacent to the street at the curb or alley pavement and within (5 or 10 feet) thereof.

### Bulk Items:

Shall mean and refer to any items that are too large to fit into an approved refuse container, but can be handled through the conventional method of collection. Examples include sofas, tables, chairs, dressers, bookcases, mattresses and box springs, and other large household furniture or household appliances that do not contain CFC or HCFC refrigerant gasses or PCB-containing capacitors, mercury switches or other hazardous components, i.e., vacuum cleaners, mixers, lamps, food processors, etc. Bulk items shall not include appliances, vehicle tires, car batteries, electrical waste or large vehicle parts.

### Kraft Paper Bag:

Shall mean and refer to a special biodegradable paper bag not to exceed thirty-five (35) gallons in size and weighing less than fifty (50) pounds, which will shred and degrade quickly in the composting process.

### Landscape Waste:

Shall mean and refer to grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds and other similar organic waste materials accumulated as a result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Brush and branches shall not exceed four (4) feet in length and three (3) inches in diameter.

### Recycling/Recycling Material:

Shall mean and refer to those materials specified in this Contract, which are to be collected for recycling or reuse and which are generated by residential units.

### Refuse:

Shall mean and refer to all garbage, rubbish, trash, and household and kitchen waste, including food and food residues, as defined by Section 3.535 of the Illinois Environmental Protection Act (415 ILCS 5/3.535), including waste resulting from the handling, preparation, cooking and consumption of food; waste from the handling, storage and sale of produce; combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, bedding; non-combustible trash, including, but not limited to, discarded toys, discarded clothing, metals, tin cans, dirt, small quantities of rocks and pieces of concrete, glass, crockery and other mineral wastes.

Household refuse shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks and other similar or unacceptable materials. The term "refuse" shall not be deemed to include recyclable material or landscape waste and shall not include any items declared by the landfills to be exempt materials, including, but not limited to, hazardous or medical waste materials, tires, batteries, or excessive amounts of brick, concrete, asphalt, stone, dirt and/or sod.

### White Goods:

Shall mean and refer to any domestic and/or commercial large appliance that contains CFC or HCFC refrigerant gasses or PCB-containing capacitors, mercury switches or other hazardous components. Examples include, but not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces and other similar large appliances.

Construction Debris:

Waste resulting from the construction, building renovation or repair projects, including but not limited to drywall, lumber, windows, roofing materials, large pieces of concrete, lead or PVC pipe, etc. (A-240-17)

~~As used in this Chapter, the words "garbage", "refuse", "ashes", "recyclable materials", "recyclable material program area", "recycling bins", "landscape waste", "landscape waste tag", and "landscape waste unit" and "plastics" have the following meanings: (Amended by A-240-5-90)~~

**Garbage**

~~Wastes resulting from the handling, preparation, cooking, and consumption of food; wastes from the handling, storage and sale of produce.~~

**Refuse**

~~Combustible trash, including but not limited to paper, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; non-combustible trash including but not limited to metals, tin cans, and pieces of concrete, glass, crockery, other mineral wastes; street rubbish, including but not limited to street sweepings, dirt, catch-basin dirt, contents of litter receptacles provided refuse shall not include solid wastes resulting from industrial processes and manufacturing operations such as food processing, wastes, boiler house cinders, lumber from lumber processing, scraps and shavings. Notwithstanding anything contained herein above to the contrary, the term "refuse" shall not be deemed to include recyclable material or landscape waste. (Amended by A-240-4-90)~~

**Ashes**

~~Residue from fires used for commercial cooking and for heating buildings, and from commercial processing.~~

**Recyclable Materials**

~~Recyclable materials shall include, at a minimum, newsprint; aluminum cans; green, brown and white glass; steel, bi-metal and tin cans; magazines, catalogues and junk mail; corrugated cardboard cut in 2 square foot sections; brown paper bags; chipboard (cereal boxes, tissue boxes, paper towel and toilet tissue rolls and food boxes); telephone book; office paper; aluminum foil and baking pans, empty aerosol cans, HDPE Plastic #2, PETE Plastic #1 and LDPE Plastic #4 (Six pack rings). (A-240-1-02)~~

**Recyclable Material Program Area**

~~All single family detached residences within the Village and all single family attached residences which receive curbside pickup of refuse and also multi family developments. Such residences shall be included within the Recyclable Material Program Area regardless of which scavenger provides refuse pickup at any such residence. (A-240-1-91)~~

**Recycling Bins**

~~Plastic containers with a capacity of at least 14 1/2 gallon. Recycling bins are not required to have lids, but must be filled in such a way as to prevent the possibility of their contents becoming wind-blown. Recycling bins are supplied by the scavenger and are used for the purpose of collecting recyclable materials. (A-240-1-02)~~

**Refuse Containers & Landscape Waste Recycling Containers**

~~Bags not exceeding 32 gallons or covered containers not exceeding 50 pounds, or heavier if said containers are in a refuse cart provided by the licensed scavenger. (A-240-1-02)~~

**Landscape Waste**

~~All accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated~~

as the result of the care of lawns, shrubbery, vines and trees. (A-240-2-90)

**Landscape Waste Tag**

Tag or sticker in a form authorized by a licensed scavenger which evidences payment of the user fee imposed by the scavenger for the collection and disposal of a landscape waste unit. In the event that landscape waste collection service is provided on a cost inclusive or subscription basis, a landscape waste tag is not required for the disposal of landscape waste. (A-240-1-02)

**Landscape Waste Unit**

May be either of the following: (a) landscape waste packaged in one (1) Kraft paper bag not exceeding thirty (30) gallons of capacity; (b) a plastic or metal trash container not exceeding thirty-two (32) gallons of capacity or (c) one (1) bundle of brush, vines and/or branches (any limbs or branches shall not exceed two inches (2") in diameter) not exceeding two feet (2') in diameter and four feet (4') in length. Said bundle to be securely tied only with a string (biodegradable only). Securing with plastic or wire is prohibited. (A-240-1-02)

**Multi-Family Developments**

All residential units except all single family detached residences within the Village and all single family attached residences which receive curbside pickup of refuse. (A-240-1-91).

**Multi Family Developments**

Residential units containing three (3) or more dwelling units where residents do not place their refuse at the curb for pick-up and provide communal refuse collection. (A-240- -17)

**Plastics**

May be either High Density Polyethylene (HDPE) such as that used in milk, water and juice bottles, bleach and detergent bottles, and margarine tubs or Polyethylene Terephthalate (PET) such as that used to package soft drinks and for some edible oil bottles, liquor bottles and peanut butter jars or low density polyethylene (LDPE) such as that used as six-pack rings. (A-240-1-02)

**Sec. 50.02. Exclusive Disposal Contract for Residences:**

The Village shall enter into an exclusive contract with a solid waste contractor licensed by the Village for the Collection and disposal of solid waste from all single-family and two-family residential premises in the Village. All such residential premises shall be served by, and exclusively by, the licensed Village contractor, and all such residential premises are prohibited from hiring any private scavenger service in lieu of the licensed Village contractor without prior approval by the Village Board. (A-240- -17)

**Sec. 50.03. Disposal from Other Dwellings and Buildings:**

The owners or persons in charge of commercial and industrial buildings and of multiple-family developments of three (3) or more units, including without limitation condominiums in buildings containing three (3) or more units, shall properly collect, remove, and dispose of their own solid waste at their own expense, using qualified scavenger contractors licensed by the Village. (A-240- -17)

**Sec. 50.02-04. Uncovered garbage**

It shall be unlawful to place or permit to remain anywhere in the Village any garbage, refuse, ashes, or other material subject to decay, other than leaves or grass, except in an appropriate covered or otherwise sealed container. Recyclable materials must be placed in bins that are filled in such a way as to prevent the possibility of their contents becoming wind-blown. (A-240-1-02)

**Sec. 50.~~03-05.~~**

**Wind-blown refuse**

It shall be unlawful to cause or permit to accumulate any dust, ashes, or trash or any material anywhere in the Village except in an appropriate covered or otherwise sealed container so that it cannot be blown away by the wind. Recyclable materials must be placed in bins that are filled in such a way as to prevent possibility of their contents becoming wind-blown. (A-240-1-02)

**Sec. 50.~~04-06.~~**

**Deposits on streets**

It shall be unlawful to deposit or permit to fall from any vehicle any garbage, refuse, ashes or recyclable materials on any public street or alley in the Village; provided, that this section shall not be construed to prohibit placing garbage, refuse, ashes or recyclable materials in an appropriate container preparatory to having such material collected and disposed of in the manner provided herein and at the times set forth in Section 50.~~0812~~ herein. (A-240-1-02)

**Sec. 50.~~05-07.~~**

**Dumping prohibited**

It shall be unlawful to dump or place any garbage, refuse, ashes or recyclable materials on any premises in the Village. (A-240-5-90)

**Sec. 50.~~06-08.~~**

**Disposal**

Except as otherwise permitted under this Ordinance, it shall be unlawful to dispose of any garbage, refuse, ashes or recyclable materials anywhere in the Village except by placing the same in appropriate containers for collection by the Village's approved scavenger garbage disposal contractors or private scavenger service.  
(A-240-5-90) (A-240- -17)

**Sec. 50.~~09~~**

**Incineration**

It shall be unlawful for any person to incinerate any solid waste, ashes, or landscape waste anywhere in the Village. (A-240- -17)

**Sec. 50.~~07-10.~~**

**Collection starting and ending times**

It shall be unlawful for anyone, including but not limited to garbage disposal contractors or private scavenger services, to collect garbage, refuse, ashes or recyclable materials in the Village other than during the following hours: (A-240-5-90)

Territories in the Village except those zoned industrial:  
7:00 A.M. to 7:00 P.M.

Territories in the Village zoned non-residential:  
6:00 A.M. to 7:00 P.M. (A-240-1-02)

**Sec. 50.~~08-11.~~**

**Placement or Collection - Time Limit**

It shall be unlawful to deposit or place any garbage, refuse, ashes, or recyclable materials for collection at curbside or elsewhere in the Village more than 24 hours in advance of the time when such collection is scheduled with a garbage disposal or private scavenger service. All refuse and landscape waste recycling containers and recycling bins must be removed from curbside within 24 hours after

collection. Other than the 24 hours before and after scheduled collection, all such containers and bins for residential properties must be stored adjacent to the side or rear wall of the residence or inside a garage or other building. All such containers for non-residential properties shall be stored as required by the Burr Ridge Zoning Ordinance. (A-240-01-09)

**Sec. 50.~~09~~-12.**

**License Required**

It shall be unlawful for any person to engage in the scavenger business or in the collection or disposal of garbage, refuse or any other animal waste, recyclable material or landscape waste, without first having obtained a license therefore (hereinafter collectively referred to as a scavenger or scavenger business). (Amended by A-240-2-90)

**Sec. 50.~~40~~-13.**

**License Applications**

Applications for a license shall be made to the Village Clerk upon such forms and supplying such information as the Village Clerk may from time to time reasonably require for applications. The Village Clerk shall refer all applications for scavenger licenses to the Village Administrator, and no license shall be issued except upon the order of the Village Administrator. The Administrator may refuse to grant a license upon determination that there exists no need for the granting of such license or that the granting of such license would not tend to further the health, safety and welfare of the residents of the Village. (Amended by A-240-4-90)

**Sec. 50.~~44~~-14.**

**License Fees**

The initial fee for a license to engage in the business of being a scavenger shall be One Thousand Dollars (\$1,000.00). Thereafter, the annual fee for a license to engage in the business of being a scavenger shall be Five Hundred Dollars (\$500.00). (A-240-1-90)

**Sec. 50.~~42~~-15.**

**License Term**

Each license granted hereunder shall be an annual license, based on the Village's fiscal year, the term of which shall commence on May 1 of any given year and continue until April 30 of the following year. The annual license fee required hereunder shall be paid in full with no pro-ratio or abatement based on the date of any application for a scavenger license. (Amended by A-240-3-90)

**Sec. 50.~~43~~-16.**

**Insurance Required**

Any scavenger licensed under this Chapter shall provide the Village Clerk with evidence that the scavenger has currently in force adequate worker's compensation insurance and a policy of general liability insurance with such limits and coverages as the Village may, from time to time, require. Each scavenger licensed hereunder shall indemnify and hold the Village, its officers, employees, agents, departments and agencies harmless from and against claims for damages arising by reason of any contract or the performance or non-performance of the scavenger service hereunder or by reason of any act or omission of such scavenger. The Village Clerk shall require any scavenger licensed hereunder to produce a certificate of insurance indicating the insurance required hereunder shall be in force during the term of the license, said certificate to further reflect that the Village, its officers, employees, agents, departments and agencies shall be additional named insured parties thereunder and that such insurance cannot be non-renewed or terminated without at least thirty (30) days advance written notice to the Village. (A-240-1-90)



## **Denial, Suspension and Revocation Procedure; Hearing**

Any application for a Scavenger Business License may be denied or an existing Scavenger Business License may be suspended or revoked in accordance with this Section for the violation by the applicant or licensee of any ordinance provision relating, directly or indirectly, to the Scavenger Business License, the subject of the Scavenger Business License or the premises occupied. The denial, suspension or revocation may be in addition to any fine imposed and shall be in accordance with the procedures set forth below. However, in any situation where the public health, safety, morals or welfare is immediately threatened by the continued operation of the scavenger business, the Village Administrator shall be and is hereby authorized to order the immediate cessation of business and/or the closing of the premises, and the immediate suspension of any Scavenger Business License for a period not to exceed 21 days pending the hearing required below. If the Village Administrator finds any cause listed in (E) below, he shall recommend to the Trustees the denial, suspension or revocation of the Scavenger Business License pending the hearing required below.

### **(A) Notice of Denial, Suspension or Revocation**

Within three days after the Village Administrator has denied a Scavenger Business License, he shall notify the applicant, by mail, of the action taken. Such notice is deemed received by the applicant or licensee two (2) days after mailing. If the applicant desires a hearing on the denial, he must then notify the Village Administrator by certified or registered mail, return receipt requested, within seven (7) days of the mailing of the original notice sent by the Village Administrator.

Whenever the Village Administrator receives a request for or initiates the suspension or revocation of a Scavenger Business License, he/she shall notify the licensee, by mail. Such notice shall be deemed received by the applicant or licensee two (2) days after mailing. Such notice shall indicate the alleged basis for suspension and/or revocation and the date, time and place where the Village Administrator will hold a hearing thereon. The Administrator will hear the request for suspension or revocation and render a recommendation to the Trustees at their next meeting.

### **(B) Hearing**

Within ten (10) days after the Village Administrator has received a proper request for a hearing on the denial of a Scavenger Business License, he/she shall call a hearing for the purpose of determining whether or not the Scavenger Business License should be denied. Within ten (10) days after the Village Administrator receives a request for the suspension and/or revocation of a Scavenger Business License, he/she shall call a hearing on such suspension and/or revocation. Any such hearing shall be started no earlier than five (5) days, nor later than fourteen (14) days, after the call has been made.

### **(C) Notice of Hearing**

Notice of the hearing for denial, suspension or revocation of a Scavenger Business License shall be given to the applicant, licensee or permittee, in writing, setting forth specifically the grounds therefor and the time, date and place of the hearing pursuant to (A) above. The notice shall be sent to the applicant or licensee at his last known address or at the address indicated on the latest application for a Scavenger Business License.

**(D) Hearing Procedures**

At the hearing, the Village Attorney shall present the complaint and evidence and shall represent the Village. The applicant or licensee shall be permitted counsel and shall have the right to submit evidence and cross-examine witnesses. The Village Administrator shall evaluate the evidence and present his recommendation to the Trustees at the next meeting of the Village Board. The Board of Trustees and the President shall take final action on the Village Administrator's recommendation.

**(E) Causes for Denial, Suspension or Revocation**

Scavenger Business Licenses applied for or issued under the ordinances of the Village, unless otherwise provided, may be denied, suspended or revoked (as the case may be) for any of the following causes:

1. Any fraud, misrepresentation, or false statement contained in the petition for the Scavenger Business License;
2. Any violation by the Scavenger Business License holder of ordinance provisions relating directly or indirectly to the Scavenger Business License;
3. Conviction of the Scavenger Business Licensee of any felony or of a misdemeanor involving moral turpitude;
4. Failure of the Scavenger Business Licensee to pay any fine or penalty owing to the Village;
5. Refusal to permit an inspection or sampling by the Village, or any interference with a duly authorized Village officer or employee while in the performance of his or her duties in making such inspection;
6. Denial, suspension or revocation by any other municipality of a comparable license for comparable or similar reasons as stated above.

**(F)** If an application for a Scavenger Business License has been denied, or a license has been revoked, the applicant or holder may not seek another Scavenger Business License from the Village earlier than 12 months after the final denial or revocation.

**(G) Suspension**

A Scavenger Business License that has been suspended may be reinstated by the Village upon proper request by the licensee, if the terms and conditions established by the Trustees for such reinstatement are met. Upon request to the Village by certified or registered mail, return receipt requested, by the applicant or licensee, a meeting with the Village Administrator will be held within ten (10) days to consider the request of the applicant or licensee. The Village Attorney may present information against or in support of such request at the hearing. The Village Administrator will present his recommendation to the Trustees at the next meeting of the Village Board. The Board of Trustees and the President shall take final action on the Village Administrator's recommendation. Such meeting need not be held if the suspension was for a stated period of time, and the Village Administrator determines that there is no need for such a meeting and no reason not to reinstate the license. (A-240-1-90)

**Sec. 50.~~45~~18.**

**Recyclable Material Program**

The Village has determined that it is in the best interests of its residents and in furtherance of the public health, welfare and safety to institute a program for the recycling of recyclable material within the Recyclable Material Program Area.

Any person who is licensed to engage in the scavenger business, that is, in the collection of refuse, must participate in the Recyclable Material Program. The Recyclable Material Program includes the weekly collection of recyclable materials by the scavenger at the curbside, which is separate from the normal collection of refuse but which must be collected on the same day as the normal collection of refuse, using trucks and equipment specifically designated for the collection of recyclable materials. No person shall purchase and/or collect recyclable material within the Recyclable Material Program Area unless licensed by the Village to engage in the scavenger business.

From and after April 22, 1990, it shall be the duty of any scavenger providing the collection of refuse from residences located within the Recyclable Material Program Area to charge and collect from each resident the recycling program charge in the same manner that such scavenger otherwise charges and collects its residential collection rates.

A scavenger shall terminate the collection of refuse from any residence within the Recyclable Material Program Area which fails to pay promptly when due the recycling program charge. Such termination shall be in the same manner as such scavenger would otherwise terminate service for failure to pay the customary residential collection rates of such scavenger. (A-240-1-90)

**Sec. 50.~~46~~19.**

**Recyclable Material Program - Multi-Family Developments**

Any person who is licensed to engage in a scavenger business; that is, in the collection of refuse, must participate in the Recyclable Material Program for Multi-Family Developments. The Recyclable Material Program for Multi-Family Developments includes the weekly collection of recyclable materials by the scavenger which is separate from the normal collection of refuse, using trucks and equipment specifically designated for the collection of recyclable materials.

From and after August 1, 1991, it shall be the duty of any scavenger providing the collection of refuse from multi-family developments to charge and collect from each development a reasonable monthly recycling program charge per unit to be collected in the same manner as such scavenger otherwise charges and collects its multi-family development collection rates. This charge may be reflected separately on the monthly bill or may be included in the total monthly fee for scavenger services. (A-240-1-02)

A scavenger shall terminate the collection of any refuse from any multi-family development which fails to pay promptly when due the recycling program charge. Such termination shall be in the same manner as such scavenger would otherwise terminate service for failure to pay the customary multi-family development collection rates of such scavenger. (A-240-1-91)

**Sec. 50.~~47~~20.**

**Recycling Bins**

It shall be the responsibility of the scavenger to supply, at ~~their~~ his sole cost and expense, one recycling bin to each and every customer within the recyclable material program area. The scavenger may charge the customer for additional bins. (A-240-1-91)

**Sec. 50.~~18-21.~~**

**Fee Required**

Scavengers licensed under this Chapter shall charge each residential customer within the Recyclable Material Program Area a reasonable monthly recycling program charge regardless of whether such residence actively participates in the recycling program. This charge is in addition to the residential collection rates that a scavenger may charge for his services and is permitted only to allow the scavenger to defer the cost of maintaining a recycling program. This charge may be reflected separately on each customer's monthly bill or may be included in the total monthly fee for scavenger services. (A-240-1-02)

**Sec. 50.~~19-22.~~**

**Non-Licensed Scavenging Prohibited**

From time of placement of recyclables at the curb in recycling containers for collection in accordance with the Village's recycling program, items shall remain the property of the householder until such time as they are collected by a licensed scavenger hereunder. It shall be a violation of this ordinance for any person unauthorized by the Village to collect or cause to be collected any such items. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided. (A-240-4-91)

**Sec. 50.~~20-23.~~**

**Scavenger's Responsibilities**

The scavenger shall be responsible for the proper handling of all recyclable materials upon pickup from residents and shall be responsible for the sale of such recyclable materials. At no time shall the scavenger dispose of recyclable materials in a landfill without the prior written approval of the Village Administrator. (A-240-1-91)

**Sec. 50.~~24-24.~~**

**Record Keeping**

An accounting of the volume of recyclable materials collected and sold shall be maintained by the scavenger and reported to the Village on a monthly, quarterly and annual basis. In addition to the amount of recyclable waste collected, said monthly, quarterly and annual reports shall also include information as to resident participation rates and information as to the price received for the recyclable materials. (A-240-1-91)

**Sec. 50.~~22-25.~~**

**Landscape Waste Program**

The Village has determined that it is in the best interest of its residents and in the furtherance of state law and the public health, welfare and safety to institute a program for the collection and disposal of landscape waste within the Village. The Landscape Waste Program includes the weekly collection of landscape waste units by the scavenger at the curbside which is separate from the normal collection of refuse but which must be collected on the same day as the normal collection of refuse, using trucks and equipment specifically designated for the collection of landscape waste. No person shall collect landscape waste within the Village unless licensed by the Village to engage in a scavenger business.

It shall be unlawful for any person: (1) to mix landscape waste that is intended for collection or disposal at a landfill with any refuse; (2) to place for collection and pickup any landscape waste unless it is packaged as a landscape waste unit; (3) ~~to deposit or place any landscape waste collected by a commercial company (i.e., lawn maintenance company or landscaping company) at curbside or elsewhere in the Village, to place for collection and pickup any landscape waste unit not having affixed thereto a landscape waste tag. In the event that landscape waste collection service is provided on a cost inclusive or subscription basis, a landscape waste tag is not required for the disposal of landscape waste.~~ (A-240-1-02) ~~(A-240- -17)~~

A reasonable fee may be imposed by the scavenger for the collection of each landscape waste unit within the Village. The payment of such user fees shall be evidenced by a landscape waste tag which shall be affixed to each landscape waste unit placed for collection and pickup, unless the landscape waste collection service is provided on a cost inclusive or subscription basis, in which case a landscape waste tag is not required for the disposal of landscape waste. (A-240-1-02)

Any scavenger who violates any provision of this section shall be subject to license suspension or revocation proceedings under Section 50.14 hereof. (A-240-1-91)

**Sec. 50.~~23~~26.**

**No Dumping**

It shall be unlawful for any person to dump, deposit or place any refuse, recyclable material and/or landscape waste upon real property owned by another without the consent of the owner or person in possession of such real property, and otherwise in conformance with all applicable regulations set forth in this chapter. (A-240-1-91)

**Sec. 50.~~24~~27.**

**Penalties**

Any person who violates or neglects to comply with any provision of this ordinance or any regulation promulgated pursuant thereto shall, upon conviction thereof, be punishable by a fine not to exceed seven hundred fifty dollars (\$750.00), except that the maximum fine for failure to comply with Section 50.17 hereof shall not exceed one hundred dollars (\$100.00) for the first offense or three hundred dollars (\$300.00) for a second offense. (Amended by A-240-1-96)

**RESOLUTION NO. R-\_\_\_\_-17****RESOLUTION TO AWARD A CONTRACT FOR EXCLUSIVE VILLAGE-WIDE  
SCAVENGER SERVICES TO GROOT INDUSTRIES, OF ELK GROVE VILLAGE, IL**

**WHEREAS**, the VILLAGE has determined that entering into a franchise agreement with one waste hauler will improve safety, reduce the number of waste hauling trucks, which will result in less wear and tear on VILLAGE streets, plus less fuel consumed, which results in less emissions and less noise, will provide cost savings for residents and will provide enhanced recycling and other environmental-friendly program offerings; and

**WHEREAS**, the VILLAGE has determined that an exclusive contract with Groot Industries, of Elk Grove Village, IL, attached as **EXHIBIT A**, for the collection of residential general refuse, recyclable materials and landscape waste is in the best interest of the VILLAGE; and

**WHEREAS**, the VILLAGE intends to license other contractors to collect refuse, recyclable materials and landscape waste from commercial property and multiple family dwellings where residents do not place their garbage at the curb for pickup and provide communal garbage collection.

**NOW, THEREFORE, BE IT RESOLVED** that the 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 to enter into an exclusive franchise agreement with Groot Industries, of Elk Grove Village, IL, for residential collection of refuse, recyclable materials and landscape waste.

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

**SECTION 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**SECTION 2:** The Mayor and Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois are hereby authorized and directed to execute for and on behalf of said Village of Burr Ridge the aforesaid exclusive Scavenger Franchise Agreement.

**SECTION 3:** This Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 8<sup>th</sup> day of May, 2017, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 8<sup>th</sup> day of May, 2017, by the Mayor of the Village of Burr Ridge.

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Village Mayor

ATTEST:

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Village Clerk

**Groot Industries  
Elk Grove Village, IL  
Scavenger Services Program**

ITEM	PRICE				
	YEAR 1 (8/1/17- 7/31/18)	YEAR 2 (8/1/18- 7/31/19)	YEAR 3 (8/1/19- 7/31/20)	YEAR 4 (8/1/20- 7/31/21)	YEAR 5 (8/1/21- 7/31/22)
<u>BASE Collection Program</u> Unlimited collection of refuse at the curb using either 95-gallon or 65-gallon carts and recycling using 65-gallon carts with 95-gallon carts available upon request. Groot will provide additional cart rental for those residents who have additional waste for \$5.00/month.	\$16.85 Per month	\$17.27 Per month (2.5% Increase)	\$17.70 Per month (2.5% Increase)	\$18.14 Per month (2.5% Increase)	\$18.59 Per month (2.5% Increase)
Landscape waste collected at the curb using Kraft paper bags or containers not exceeding 50 lbs. Optional 95-gallon or 65-gallon containers will be provided by the hauler at a price of \$5/cart/month (yard waste generated by a commercial company will not be accepted)	No additional charge				
Senior discount (65 years and older)	\$16.10 Per month (4.5% Discount)	\$16.50 Per month (4.5% Discount)	\$16.91 Per month (4.5% Discount)	\$17.33 Per month (4.5% Discount)	\$17.76 Per month (4.5% Discount)
<u>Cost for Top of Drive Empty Cart Return Option</u> Under this option residents bring their refuse and recycling carts to the curb, as in the base program, but the hauler will <b>return</b> the carts to the top of the driveway not exceeding 100 feet in length. Residents will be allowed to turn "on" and "off" this service no more than twice per year.	\$24.85 Per month	\$25.47 Per month (2.5% Increase)	\$26.11 Per month (2.5% Increase)	\$26.76 Per month (2.5% Increase)	\$27.43 Per month (2.5% Increase)
<u>Cost for Backdoor Refuse Service Option</u> Under this option the hauler will collect refuse from the top of the driveway not exceeding 100 feet in length so the resident does not have to bring the refuse cart to the curb. Recycling and landscape waste must still be brought to the curb for pickup.	\$33.70 Per month	\$34.54 Per month (2.5% Increase)	\$35.40 Per month (2.5% Increase)	\$36.29 Per month (2.5% Increase)	\$37.20 Per month (2.5% Increase)
Residents will be permitted to place unlimited bulk items which are not banned from Illinois landfills out for weekly collection	No additional charge				
Collection of white goods (refrigerator, freezer, oven, stove, washer, dryer, dishwasher, etc.). Resident must contact Groot for special pickup.	\$25.00	\$25.63 (2.5% Increase)	\$26.27 (2.5% Increase)	\$26.93 (2.5% Increase)	\$27.60 (2.5% Increase)
<b>NOTES:</b>					
Twice per week pickup will not be offered					
All households will be required to sign up for refuse collection					
Residents will be allowed to suspend refuse service for a specified period of time if they are away for more than 30 days					
Contractor will handle billing on a quarterly basis (\$16.85 x 3 = \$50.55/quarter)					
The program would start on August 3, 2017.					
Pickup days are: Thursday – all homes south of 79 <sup>th</sup> Street Friday – all homes north of 79 <sup>th</sup> Street					
Residents will receive a brochure from Groot Industries explaining how to sign up for the program and further explain the program.					
Resident meetings will be held in July (TBA) to explain the program and answer questions.					



## **VILLAGE OF BURR RIDGE**

### **EXCLUSIVE DISPOSAL CONTRACT FOR RESIDENCES (Residential Collection, Transportation, and Disposal of General Refuse and the Collection and Processing of Recyclable Materials and Landscape Waste)**

THIS CONTRACT (this "Contract") is made and entered into as of the 8<sup>th</sup> day of May 2017, by and between the VILLAGE OF BURR RIDGE, an Illinois Municipal Corporation (the "VILLAGE") and GROOT INDUSTRIES, INC., a Delaware corporation authorized to do business in the State of Illinois (the "CONTRACTOR").

#### **R E C I T A L S:**

WHEREAS, the VILLAGE has determined that a contract with the CONTRACTOR for the collection of residential general refuse, recyclable materials and landscape waste is in the best interest of the VILLAGE; and

WHEREAS, the VILLAGE has determined that entering into a franchise agreement with one waste hauler will improve safety, reduce the number of waste hauling trucks, which will result in less wear and tear on VILLAGE streets, plus less fuel consumed, which results in less emissions and less noise, will provide cost savings for residents and will provide enhanced recycling and other environmental-friendly program offerings; and

WHEREAS, the CONTRACTOR acknowledges that this franchise is specifically for residential collection as defined herein and that the VILLAGE intends to license other contractors to collect refuse, recyclable materials and landscape waste from commercial property and multiple family dwellings where residents do not place their garbage at the curb for pickup and provide communal garbage collection.

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **I. GENERAL**

- A. Term of Contract. This Contract is for a term commencing on May 8, 2017, and expiring on July 31, 2022. Contract may be extended for an additional five (5) years with mutual consent of both the CONTRACTOR and the VILLAGE.
- B. The CONTRACTOR is the exclusive CONTRACTOR for (i) the collection and transportation of general refuse, (ii) the collection, processing and marketing of all recyclable materials, and (iii) the collection and disposal of landscape waste from Residential Units within the corporate limits of the VILLAGE during the term of this Contract.
- C. The CONTRACTOR agrees to furnish all labor, material and equipment necessary for the services set forth above. The CONTRACTOR is and shall be considered an independent CONTRACTOR and neither the CONTRACTOR nor its employees are to be considered employees of the VILLAGE.

- D. The CONTRACTOR shall not assign this Contract or any part thereof without the prior written consent of the VILLAGE. Approval, if any, for such assignment shall be made by the corporate authorities of the VILLAGE. The CONTRACTOR shall not assign or subcontract this Contract or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the VILLAGE, but the CONTRACTOR may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the CONTRACTOR from its obligations or change the terms of this Contract.
- E. For the purpose of this Contract, the following definitions shall apply:
1. Residential Unit: Single family attached or detached dwelling where refuse, recycling and landscape waste is collected adjacent to the street at the curb or alley pavement and within (5 or 10 feet) thereof.
  2. Bulk Items: Shall mean and refer to any items that are too large to fit into an approved refuse container, but can be handled through the conventional method of collection. Examples include sofas, tables, chairs, dressers, bookcases, mattresses and box springs, and other large household furniture or household appliances that do not contain CFC or HCFC refrigerant gasses or PCB-containing capacitors, mercury switches or other hazardous components, i.e., vacuum cleaners, mixers, lamps, food processors, etc. Bulk items shall not include appliances, vehicle tires, car batteries, electrical waste or large vehicle parts.
  3. Kraft Paper Bag: Shall mean and refer to a special biodegradable paper bag not to exceed thirty-five (35) gallons in size and weighing less than fifty (50) pounds, which will shred and degrade quickly in the composting process.
  4. Landscape Waste: Shall mean and refer to grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds and other similar organic waste materials accumulated as a result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Brush and branches shall not exceed four (4) feet in length and three (3) inches in diameter.
  5. Recycling/Recycling Material: Shall mean and refer to those materials specified in this Contract, which are to be collected for recycling or reuse and which are generated by residential units.
  6. Refuse: Shall mean and refer to all garbage, rubbish, trash, and household and kitchen waste, including food and food residues, as defined by Section 3.535 of the Illinois Environmental Protection Act (415 ILCS 5/3.535), including waste resulting from the handling, preparation, cooking and consumption of food; waste from the handling, storage and sale of produce; combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, bedding; non-combustible trash, including, but not limited to, discarded toys, discarded clothing, metals, tin cans, dirt, small quantities of rocks and pieces of concrete, glass, crockery and other mineral wastes.

Household refuse shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks and other similar or unacceptable materials. The term "refuse" shall not be deemed to include

recyclable material or landscape waste and shall not include any items declared by the landfills to be exempt materials, including, but not limited to, hazardous or medical waste materials, tires, batteries, or excessive amounts of brick, concrete, asphalt, stone, dirt and/or sod.

7. White Goods: Shall mean and refer to any domestic and/or commercial large appliance that contains CFC or HCFC refrigerant gasses or PCB-containing capacitors, mercury switches or other hazardous components. Examples include, but not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces and other similar large appliances.
  8. Construction Debris: Waste resulting from the construction, building renovation or repair projects, including but not limited to drywall, lumber, windows, roofing materials, large pieces of concrete, lead or PVC pipe, etc.
- F. Notwithstanding anything herein to the contrary: (a) the CONTRACTOR shall have no obligation to collect any material which is or contains, or which the CONTRACTOR reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if the CONTRACTOR finds what reasonably appears to be discarded Excluded Waste, the CONTRACTOR shall promptly notify the VILLAGE; and (c) title to and liability for any Excluded Waste shall remain with the VILLAGE, even if the CONTRACTOR inadvertently collects or disposes of such Excluded Waste.
- G. The VILLAGE and customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by the CONTRACTOR. If the VILLAGE or customers fail to do so, the CONTRACTOR may decline to collect such materials without being in breach of this Contract.
- H. Notwithstanding the foregoing, the VILLAGE warrants that the VILLAGE's and all Homeowner's Associations' pavement, or other driving surface reasonably necessary for the CONTRACTOR to provide the services described herein are sufficient to bear the weight of all of the CONTRACTOR's equipment and vehicles reasonably required to perform such services. The CONTRACTOR will not be responsible for damage to any such pavement driving surface. Except in the case of the CONTRACTOR's negligence or willful misconduct, the CONTRACTOR shall not be liable for any damages to pavement or other driving surface resulting from the weight of its trucks and equipment.
- I. The VILLAGE may, in its sole discretion, enforce the exclusivity provisions of this Contract against third-party violators, taking into account the cost of doing so and other factors. The CONTRACTOR may independently enforce the exclusivity provisions of this Contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages except as otherwise provided herein, and the VILLAGE shall use good-faith efforts to cooperate in such enforcement actions brought by the CONTRACTOR. The VILLAGE shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of

this Contract, including, without limitation, the exclusive service rights granted to the CONTRACTOR pursuant to this Contract.

- J. If the VILLAGE shall be in breach of any provision of this Contract, the CONTRACTOR shall provide written notice via certified mail of such breach to the VILLAGE. If the VILLAGE has failed to cure such breach within thirty (30) days after its receipt of such notice, the CONTRACTOR may claim default by the VILLAGE pursuant to the terms of this Agreement.
- K. The CONTRACTOR may discontinue service at any service location for which an associated invoice is past due and owing. The CONTRACTOR shall notify the VILLAGE immediately of any action to discontinue service and provide the name and address of the location.

## **II. SERVICE AND RATES**

### **A. General Refuse Services:**

- 1. Beginning on August 1, 2017 and continuing through the end of the term hereof, the CONTRACTOR shall provide unlimited General Refuse collection service once each week to each residential unit. Homeowners' Associations with existing scavenger contracts may choose a one-time option to opt out of the VILLAGE's franchise contract. Qualifying Homeowners' Associations will have 30 days from the date of this agreement to notify the VILLAGE in writing of its decision to opt out. Thereafter, there will be no opportunity to opt out and all HOAs (with the exception of Homeowners' Associations where residents do not place their garbage on the curb for pick up and provide communal garbage collection) will be subject to the provisions of this agreement. HOAs that agree to opt out will be allowed a one-time option to permanently opt back in.
- 2. Costs associated with unlimited collection of refuse, recyclable material and landscape waste are found in APPENDIX A. Senior discount rates (65 years and older) are found in APPENDIX A. The CONTRACTOR may negotiate rates with Homeowners' Associations at a lower cost than specified in this contract.
- 3. Service is to be scheduled on two days per week in various parts of the VILLAGE as follows:
  - a. Thursday – All homes south of 79<sup>th</sup> Street
  - b. Friday – All homes north of 79<sup>th</sup> StreetSee APPENDIX B for map.
- 4. Normal collection of refuse shall be in 95-gallon carts provided by the CONTRACTOR. Residents who prefer a 65-gallon cart will be allowed to do so by contacting the CONTRACTOR. The CONTRACTOR will also make available the option to rent an additional 95-gallon or 65-gallon cart for a fee of \$5.00 per month.
- 5. The CONTRACTOR shall be responsible for picking up loose garbage that has been caused by the failure of the CONTRACTOR to properly service a container or to collect bulk items. The CONTRACTOR shall also be responsible for picking up loose garbage within 10 feet of a container that may have been

caused by weather conditions, vandalism, wildlife or similar occurrences. The CONTRACTOR shall notify the VILLAGE of the location of the property where loose garbage has occurred more than twice. Upon notification, the VILLAGE agrees to enforce all applicable Village codes in situations where the problem of loose garbage is caused by the negligence of the property owner.

6. The CONTRACTOR shall be responsible for completely emptying all containers and returning them to parkways (or point of set-out, if backdoor pickup) in a neat and orderly fashion. Further, empty containers must be returned in an upright position and grouped, with lids closed. The CONTRACTOR understands and agrees that these are very important service delivery standards for the VILLAGE.

B. Recyclable Material Collection:

1. Unlimited recyclable material shall be collected on the same day as refuse and landscape waste. The CONTRACTOR will supply one (1) 65-gallon cart designated for recyclable material only. Any recyclable material that does not fit inside the cart will be collected at no additional cost when properly prepared. Residents will also have an option to increase the size of the recycling cart to 95-gallons for no additional fee. The CONTRACTOR will also make available the option to rent an additional 95-gallon or 65-gallon cart for a fee of \$5.00 per month.
2. The CONTRACTOR shall collect from each Residential Unit the following items (collectively "Recyclable Materials):

a. Non-Paper Items

- Cloudy white HDPE plastic milk and water jugs
- Colored HDPE plastic blow-molded containers
- PETE 1 and HDPE 2 plastic blow-molded containers
- LDPE 4 and FTDPE soft plastic
- Brown, green and clear glass containers
- Aluminum-formed containers/wrap
- Empty steel paint cans and lids
- Plastics 1 through 5 and 7
- Bi-metal food and beverage cans
- Empty aerosol cans
- Aseptic and gable-topped packaging such as milk cartons/juice boxes
- Formed steel food containers
- Ferrous metal cans
- Plastic six- and twelve-pack rings

b. Paper Items

- Office/School paper

- Newspaper
- Magazines/Catalogs
- Glossy and Non-glossy inserts
- Shredded paper bagged in clear plastic bag
- Telephone directories
- Advertising/Junk Mail
- Kraft paper bags
- Cardboard
- Paperboard/Chipboard
- Books (No leather cover books)
- Soda and Beer carrying cases
- No metal clips, spirals or binding
- Shredded paper must be bagged

c. Unacceptable Items

Items below are not accepted as recycling:

- Mirrors, light bulbs, window glass, ceramics
  - Soiled paper fibers (oily pizza boxes, paper napkins, etc.)
  - Medical waste
  - Plastic bags
  - Styrofoam, wood, plastic film, diapers
  - Batteries
  - Personal care products excluded such as diapers, feminine hygiene products, etc.
3. Additional recyclable materials may be added to the curbside collection system from time to time upon agreement of the VILLAGE and the CONTRACTOR.
  4. All recyclable Materials shall be collected, separated and processed to facilitate the sale of recyclable materials to re-manufacturers for post-consumer use. No materials collected as recyclable materials shall be deposited at a landfill or waste incinerator.
  5. The CONTRACTOR shall be responsible for preparing and submitting to the VILLAGE a monthly report detailing weekly and monthly participation, rates, tons collected, revenue derived and other information as may be reasonably request by the VILLAGE.

C. Landscape Waste Collection:

1. Once each week from April 1 until December 15 each year, the CONTRACTOR shall collect from each Residential Unit, on the same day as General Refuse collection, unlimited Landscape Waste at no additional cost.
2. Grass clippings, leaves, twigs, garden debris, weeds, food, seeds, stalks, vines, bark and wood chips may be placed at the curb on the regularly scheduled pickup day in biodegradable paper bags or containers not to exceed 33-gallons in size or 50 pounds. The CONTRACTOR will also make available the option for residents to rent a 95-gallon waste cart for a fee of \$5.00 per month.
3. Brush and branches up to 5 feet must be bundled with twine (wire or plastic is not acceptable), 5 feet or less in length and 2 feet or less in diameter at the base and easily lifted to waist height. Landscape waste does not include wood timbers, plastics edging, plant pots or trays, fertilizer or landscape material bags, landscape fabric, root sections, sand, gravel, sod, firewood, or animal waste.
4. The CONTRACTOR will provide free collection of Christmas trees each year at no additional cost for residents during the first two weeks of January of each year.
5. The CONTRACTOR is not responsible to collect yard waste generated and placed at the curb by a commercial company (i.e., lawn maintenance company or landscaping company). Upon notification, the VILLAGE agrees to enforce all applicable Village codes in situations where such events are occurring.

D. Optional Backdoor Service

The CONTRACTOR will provide residents with an option to collect refuse only at the back door (top of driveway) for driveways not exceeding 100 feet in length. Recycling and landscape waste collection will continue to be collected at the curb. Costs associated with optional backdoor service are found in APPENDIX A. Additional charges may be added by the CONTRACTOR to service driveways longer than 100 feet in length.

E. Top of Drive Empty Cart Return Service

The CONTRACTOR will provide residents with an option to return the refuse and recycling carts to the back door (top of driveway) for driveways not exceeding 100 feet in length. Residents will be allowed to turn "on" and "off" this service no more than twice per year. Costs associated with this Top of Drive Cart Return Service are found in Appendix A. Additional charges may be added by the CONTRACTOR to service driveways longer than 100 feet in length.

F. Collection of Bulk Items

Residents will be permitted to place unlimited bulk items, which are not banned from Illinois landfills, out for weekly collection at no additional cost. Carpeting will be limited to one room of carpet per week, cut in 4-foot lengths and rolled up, not exceeding 18-inches in diameter.

G. Collection of white goods

CONTRACTOR will provide collection of white goods on a weekly basis, with residents calling to schedule a special collection. Costs associated with the collection of white goods are found in APPENDIX A.

H. Construction Debris and Oversize/Overweight Items

Construction debris and oversize/overweight items shall be collected by the CONTRACTOR. Residents are required to call the CONTRACTOR to schedule a special pickup. Construction debris must be cut to no more than 4-feet in length and no larger than 2-feet in diameter. All debris must be bagged or bundled in packages not exceeding 45 lbs. A per-item fee will apply for each oversized item, to be determined by the CONTRACTOR.

### **III. COLLECTION**

- A. Collection of General Refuse, Recyclable Materials and Landscape Waste will not occur before 7:00 a.m. on the day of collection and shall be completed by 4:00 p.m.
- B. Collection of General Refuse, Recyclable Materials and Landscape Waste will be delayed one (1) day during holiday weeks when a recognized holiday falls on or before a regular collection day. Recognized holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it will be observed on Monday, again delaying service by one (1) day.
- C. The CONTRACTOR shall provide an on-site supervisor who will be present in the VILLAGE each collection day. A supervisor will also be available to VILLAGE Staff Monday through Friday during all business hours.
- D. The CONTRACTOR shall provide a local call center with a phone number staffed by an authorized agent between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday, and between the hours of 8:00 a.m. and 12:00 p.m. Central Standard Time on Saturday to handle inquiries and complaints connected with services provided under the terms of this Agreement. Complaints shall receive prompt and courteous attention from the CONTRACTOR. Complaints alleging missed collection shall be investigated promptly and, if verified, the CONTRACTOR shall arrange for collection within 24 hours of the complaint.
- E. The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from customers. Continued unreasonable complaint levels or failure of the CONTRACTOR to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickup, damage to person or property, or early start-up may be due cause for the VILLAGE to claim default by the CONTRACTOR pursuant to the terms of this contract.
- F. The CONTRACTOR shall provide the VILLAGE, on a quarterly basis, a report listing all residential service issues that were reported to the CONTRACTOR and the resolution to each.
- G. Service provided by the CONTRACTOR shall be performed at all times in a good and workman-like manner.



- H. All employees performing driving, maintenance or labor functions for the CONTRACTOR are required to wear company-issued uniforms while on duty. Uniforms will identify the employee's name, CONTRACTOR's name and will be maintained in a neat and orderly appearance.
- I. The CONTRACTOR will require driver personnel to have a minimum of one (1) year experience in the operation of 50,000 lb. gross-vehicle-weight rated waste collection vehicles and complete Department of Transportation Commercial Driver License (CDL) certification.
- J. The CONTRACTOR shall furnish capable employees for use on the crews performing the services specified in this Contract. The CONTRACTOR shall prohibit drinking of alcoholic beverages and use of controlled substances by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

If a CONTRACTOR's employee is reasonably deemed by the VILLAGE to be unfit or unsuited to perform services under this Contract as a result of intoxication, drug use, incompetence, improper attire or abusive or obnoxious behavior, then the CONTRACTOR shall immediately remove that employee from work within the VILLAGE and replace him or her with a suitable and competent employee at no expense to the VILLAGE.

- K. Any customer container damaged by the CONTRACTOR shall be repaired or replaced at the expense of the CONTRACTOR.
- L. In furnishing General Refuse collection services, the CONTRACTOR agrees to adhere to all federal, State and local laws pertaining to refuse haulers.
- M. The CONTRACTOR shall not be excused for failure to comply with the approved collection schedule hereunder by reason of any street or other construction work performed by the VILLAGE or its contractors. The VILLAGE reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the CONTRACTOR from traveling its accustomed collection route(s). The CONTRACTOR shall continue to collect refuse, recyclable material, and yard waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to VILLAGE residents, except to the extent such interference unreasonably interferes with or prohibits the CONTRACTOR from performing its service routes in substantially the same amount of time as normally planned. The VILLAGE agrees to reasonably assist or accommodate CONTRACTOR in the fulfillment of its duties hereunder.
- N. In the event of any labor stoppage or slow down, the CONTRACTOR shall continue to provide refuse only collection services within seven (7) business days. The CONTRACTOR shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under this contract. If the CONTRACTOR is unable or unwilling to perform its obligations under this contract to provide refuse only collection services as determined by the VILLAGE, the VILLAGE shall be permitted to institute such procedures to collect and dispose of the refuse to be collected pursuant to this Agreement as the VILLAGE deems necessary, at the CONTRACTOR's expense.

#### **IV. EQUIPMENT**

- A. The CONTRACTOR shall use modern, enclosed equipment with a hydraulic compacting system in the collection of General Refuse and Landscape Waster.
- B. All equipment used for collection services of any kind shall be properly licensed by the State of Illinois and conform to all federal and State equipment safety standards.
- C. The CONTRACTOR shall utilize collection vehicles that run solely on compressed natural gas (CNG).

#### **V. CONTRACT DURATION**

- A. The VILLAGE has the right to cancel this Contract in the event of non-performance by the CONTRACTOR. To exercise this option, the VILLAGE must submit a written notice to the CONTRACTOR or its authorized agent 90 days prior to the date of cancellation, except when specifically provided otherwise in this Contract.
- B. Each of the following shall constitute a Breach on the part of the CONTRACTOR:
  - 1. Failure of the CONTRACTOR to perform timely any obligation including the pickup schedule(s) under this Contract, except that such failure shall constitute a Breach only if such failure remains uncured for ten (10) days after notice to the CONTRACTOR from the VILLAGE of such failure; provided however, that this ten (10) day notice with opportunity to cure shall not be required in the event of repeated failure to perform; or
  - 2. The CONTRACTOR's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by or against the CONTRACTOR under the laws of any jurisdiction, or the levy of any distress, execution or attachment upon the property of the CONTRACTOR which shall (or which reasonably might be expected to) substantially interfere with its performance under this Contract.
  - 3. If the CONTRACTOR violates an Ordinance of the VILLAGE, for the first offense in a contract year a written warning will be issued by the VILLAGE, for each offense after the first offense a \$100 per offense charge will be levied against the CONTRACTOR.
  - 4. The contract expires on July 31, 2022.

#### **VI. BILLING**

- A. The CONTRACTOR will be solely responsible for all billing and collection of all rates and charges. The CONTRACTOR shall bill all customers directly. The VILLAGE shall have no responsibility for the billing of any account. The CONTRACTOR shall bill residents on a quarterly basis in advance of service. Invoices are due within 15 days. Residents will be notified of past-due balances after 30 days, with expected service shutoff after 60 days of non-payment.

CONTRACTOR will offer residents online bill pay, auto pay and check-by-phone payment programs at no charge.

- B. The VILLAGE will provide the CONTRACTOR with a list of current names and addresses of residential property owners throughout the VILLAGE. The VILLAGE will notify the CONTRACTOR when it becomes aware of a new owner/new property in the VILLAGE. The CONTRACTOR will, in turn, notify the VILLAGE of changes in ownership that they may receive. The CONTRACTOR may only use the information provided by the VILLAGE for billing purposes only and may not sell or transfer this information to another party.

## **VII. TEMPORARY SUSPENSION OF SERVICE**

Residents who are away from their homes for 30 days or more may request a temporary suspension of their refuse service. Residents desiring a temporary suspension of their service must contact the CONTRACTOR at least 15 days prior to the requested temporary suspension of service and also provide a service resume date. When a resume service date is not provided, CONTRACTOR will automatically resume service and billing 90 days after temporary suspension begins.

## **VIII. CARE AND DISPOSITION OF MATERIALS**

- A. All refuse shall be removed from the VILLAGE at the close of each collection day and transported to a fully permitted and licensed facility at the CONTRACTOR's expense.
- B. All landscape waste shall be disposed of at a facility designated to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois.
- C. All recyclable materials shall be collected, separated and processed to facilitate the sale of recyclable material to remanufacturers for post-consumer use. No materials collected as recyclable material shall be deposited at a landfill or waste incinerator without prior written approval of the VILLAGE.
- D. The CONTRACTOR shall not cause or contribute to litter in the process of making collections.
- E. All materials collected by the CONTRACTOR shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.
- F. The CONTRACTOR shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

## **IX. PERFORMANCE BOND**

The CONTRACTOR shall provide a performance bond from a surety company licensed to do business in the state of Illinois, with a general rating of A and a financial size category of Class X or better and best insurance guide in the penal sum of \$500,000 or a straight irrevocable letter of credit in the amount of \$500,000 from a bank with principle offices in the Chicago metropolitan area and acceptable to the VILLAGE and in a form reasonably approved by the VILLAGE.

## **X. INSURANCE**

- A. The CONTRACTOR and any subcontractors shall pay for and provide certificates and policies of insurance evidencing and indicating compliance with the following minimum insurance coverage at no cost to the VILLAGE:

Workers Compensation	- Statutory limit
Employer's Liability Limit	- \$1,000,000 each occurrence
Vehicle Liability	- \$1,000,000
Property Damage	- \$1,000,000
Bodily Injury/Personal Death	- \$2,000,000 each occurrence
Comprehensive General Liability	- \$5,000,000 each person \$5,000,000 each occurrence
Property Damage	- \$2,500,000 each occurrence

- B. Each policy shall be in a form and from a company reasonably acceptable to the VILLAGE and shall name the VILLAGE as an Additional Insured and Loss Payee under each policy and for each coverage. No material change or modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice by certified mail thereof shall be given by the CONTRACTOR to the VILLAGE. Such insurance is to be primary and non-contributory with any insurance secured and maintained by the VILLAGE as such Additional Insured to the extent of the CONTRACTOR's liability assumed hereunder.
- C. All liability coverages must be provided on an occurrence basis. The insurance policies for comprehensive general liability must be maintained for a period of two (2) years following the termination of this Contract.
- D. CONTRACTOR agrees to be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself and the VILLAGE.

## **XI. INDEMNIFICATION**

- A. The CONTRACTOR shall and hereby agrees to indemnify and forever keep harmless the VILLAGE, its elected and appointed officials, employees and attorneys against any and all lawsuits, claims, demands, liabilities, losses and expenses, including reasonable attorney's fees and administrative expenses to the extent resulting from CONTRACTOR's negligence or willful misconduct or failure to perform, including without limitation negligence and willful misconduct, the work of any part thereof, whether or not due or claim to be due in whole or in part to the active, passive or concurrent negligence or fault of CONTRACTOR or CONTRACTOR's employees, CONTRACTOR's agents, CONTRACTOR's officers, CONTRACTOR's subcontractors and CONTRACTOR's independent contractors, except to the extent caused by the sole negligence of the VILLAGE.
- B. There will be instances where the CONTRACTOR will perform waste hauling services on private streets owned by a Homeowners' Association. The CONTRACTOR shall indemnify and hold harmless the Association, its officers, directors, members, employees, agents and its Designated Agent from and against all claims, damages, losses, judgments, executions and expenses including reasonable attorneys' fees (hereinafter "claims") to the extent resulting from the provision or non-provision of the work, provided that any such claim is (a)

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the CONTRACTOR, any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be responsible or liable, except to the extent it is caused in part by a party indemnified hereunder.

It is also expressly agreed that CONTRACTOR will indemnify and hold the Association, its officers, directors, members, employees, agents and its Designated Agent harmless from any and all claims of malfeasance or misfeasance by CONTRACTOR's employees or subcontractors including, but not limited to workmen's compensation claims, E.E.O.C. claims, unemployment claims, withholding claims and Social Security claims.

In any and all claims against the Association or its Designated Agent, by any employee of the CONTRACTOR, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under any Workers' Compensation Act, Disability Benefits Acts or other employee benefit acts."

## **XII. PUBLIC EDUCATION**

- A. The CONTRACTOR shall provide a comprehensive and detailed educational brochure(s) to be distributed within the VILLAGE to all residential customers one month prior to the starting date of this contract for the purpose of explaining the scavenger program. The Brochure(s) shall explain the municipal refuse, recycling, landscape waste, bulk items, white goods, special pickup and construction debris programs that are provided. The brochure(s) shall be distributed by the CONTRACTOR to all residential units within the VILLAGE. Such materials shall be provided at the CONTRACTOR's own cost.
- B. In addition, the CONTRACTOR shall provide a slide presentation that can be downloaded to the VILLAGE's website and shall be available to make presentations to the public as determined by the VILLAGE. The VILLAGE shall approve the form and content of the brochure(s)/slide presentation prior to its dissemination. The brochure(s) shall be printed on recycled content paper, with a minimum of 15% post-consumer content and imprinted with the phrase "Printed on recycled paper."
- C. Upon request from the VILLAGE, the CONTRACTOR shall provide the VILLAGE with additional copies of the brochure(s), as may be needed, to be used by the VILLAGE at the Village Hall and to be provided to new residents.

## **XIII. PREVAILING WAGES**

- A. The VILLAGE has adopted an Ordinance governing the prevailing wages paid for work performed in Cook and DuPage Counties as determined by the Illinois Department of Labor. All labor performed under the provisions of the contract shall comply with the Illinois Prevailing Wage Act.

#### **XIV. MUNICIPAL REFUSE COLLECTION**

- A. The CONTRACTOR, at no charge to the VILLAGE, shall provide municipal refuse and recycling collection services to the following facilities:

Village Hall, 7660 S. County Line Road

Burr Ridge Police Department, 7700 S. County Line Road

Burr Ridge Public Works Department, 451 Commerce Street

Pump Center, 11680 German Church Road

#### **XV. EMERGENCIES**

- A. At the request of the VILLAGE, the CONTRACTOR shall provide refuse pickup services for emergencies, including but not limited to flooding and other significant storm events. The value of the emergency services provided at no cost to the VILLAGE shall not exceed \$5,000 per year. Any portion of the \$5,000 that the VILLAGE does not use shall roll over for use the following year. The maximum value of emergency services in any one year shall not exceed \$10,000. The cost to provide emergency collection will be predicated on a per-laborer and truck hourly cost, plus final disposal per tonnage cost at the posted transfer rates at the Groot McCook transfer facility. For emergency collections exceeding the amounts noted in this section, the CONTRACTOR will invoice the VILAGE directly for payment within 30 days of invoice date. Reimbursement, if any, for emergency collection from Federal, State, County or other authorities will be the sole responsibility of the VILLAGE.
- B. In cases of severe weather, where service becomes problematic due to heavy snows, rains or wind damage, CONTRACTOR shall put forth all reasonable efforts to provide the necessary resources to address and remedy the resulting waste-related problems.
- C. Neither the CONTRACTOR nor VILLAGE shall be liable for failure to perform their duties or for any resulting damage or loss if such failure is caused by a catastrophe, terrorism, riot, war, fire, accident, act of God, or other similar contingency that is beyond the reasonable control of the CONTRACTOR or the VILLAGE. In the event the CONTRACTOR asserts a right to suspend performance under this Section, the CONTRACTOR shall (i) within 24 hours after it has knowledge of the effective cause, notify the VILLAGE of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the VILLAGE when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the CONTRACTOR shall promptly resume performance.

#### **XVI. SPECIAL EVENTS**

- A. The CONTRACTOR shall provide at no cost to the VILLAGE portable toilet units and hand-washing units, including some units that are ADA compliant, and also special event cardboard box refuse and recycling containers as needed for the following regular annual special events:
1. Armed Forces Day Celebration held at the Village Hall in May of each year

2. Run the Ridge 5K Race held at the County Line Square Shopping Center in May/June of each
  3. Run for Veterans 5K Race held at the Burr Ridge VILLAGE Center in July of each year
- B. The CONTRACTOR shall provide at no cost to the VILLAGE refuse and recycling material collection service for the VILLAGE-sponsored events listed above. Additional events may be added during the term of the agreement as requested at the direction of the VILLAGE.

## **XVII. NOTICES**

- A. Except as otherwise explicitly provided in this Contract, all notices permitted or required to be given by the parties to this Contract shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third business day after being deposited in the United States mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.
- B. Notices to the VILLAGE shall be addressed to, and delivered at, the following address:
- Village of Burr Ridge  
7660 S. County Line Road  
Burr Ridge, IL 60527  
Attn: Village Administrator
- C. Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:
- Groot Industries, Inc.  
2500 Landmeier Road  
Elk Grove, IL 60007

## **XVIII. ARBITRATION**

- A. Except as set forth in Paragraph XVIII.B below and for claims for amounts owed, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- B. Any request for an increase or other change in the rate structure as provided for herein shall be negotiated exclusively between the parties hereto, and shall not be subject to arbitration. If the parties fail to reach contract, the sole remedy for either party is to declare the contract terminated according to the procedures set forth in this contract.

## **XIX. COMPLIANCE WITH APPLICABLE LAWS**

- A. CONTRACTOR agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

1. Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
  2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
  3. Provide such information with respect to its employees and applicants for employment, as the Illinois Department of Human Rights may reasonably request.
- B. CONTRACTOR shall also comply with all other applicable provisions of Federal, State and local law and regulation.

**XX. CHANGES IN LAW**

The fees stipulated in this Contract shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse and yard waste collected as well as the transportation and processing and disposition of all recyclable materials. The CONTRACTOR shall pay all sales, use, property, income and other taxes that are lawfully assessed against the VILLAGE or the CONTRACTOR in connection with the CONTRACTOR's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges which cannot include increases in property taxes, the CONTRACTOR may request an adjustment in the established rates accordingly provided the request is supported by documentation. Upon negotiation, if an agreement is reached, then the agreed upon rate surcharge shall be passed on to the customer.

**XXI. CONFLICTS**

In the event of any conflict with existing code provisions or ordinances, the terms of this Agreement shall prevail.

**XXII. SEVERABILITY**

If any part, provision or portion of this Agreement shall be declared unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the CONTRACTOR has caused this Contract to be executed by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors, and the VILLAGE has caused this Contract to be executed by its VILLAGE President/Mayor and VILLAGE Clerk, acting pursuant to authority granted by its Board of Trustees, all on the day year first written above.

**(all signatures appear on the next page)**



**VILLAGE OF BURR RIDGE**

By: \_\_\_\_\_  
Mickey Straub, Mayor

Attest:

By: \_\_\_\_\_  
Karen Thomas, Village Clerk

**GROOT INDUSTRIES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mickey Straub, the Mayor of the Village of Burr Ridge, and Karen Thomas, Village Clerk of the Village of Burr Ridge, whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively, appeared before me this day n person and acknowledged that they signed and delivered the foregoing Contract as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth in the Contract; and the Village Clerk, as custodian of the corporate seal of said Village, affixed the corporate seal of said Village to the Contract as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8<sup>th</sup> day of May, 2017

(seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
STATE OF ILLINOIS            )  
COUNTY OF COOK            ) SS  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the authorized agent of Groot Industries, Inc., and \_\_\_\_\_, the authorized agent of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing Contract as such General Manager and Municipal Services Director, respectively, appeared before me this day n person and acknowledged that they signed and delivered the Contract as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said General Manager, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to the Contract as his 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 seal this \_\_\_\_ day of May, 2017

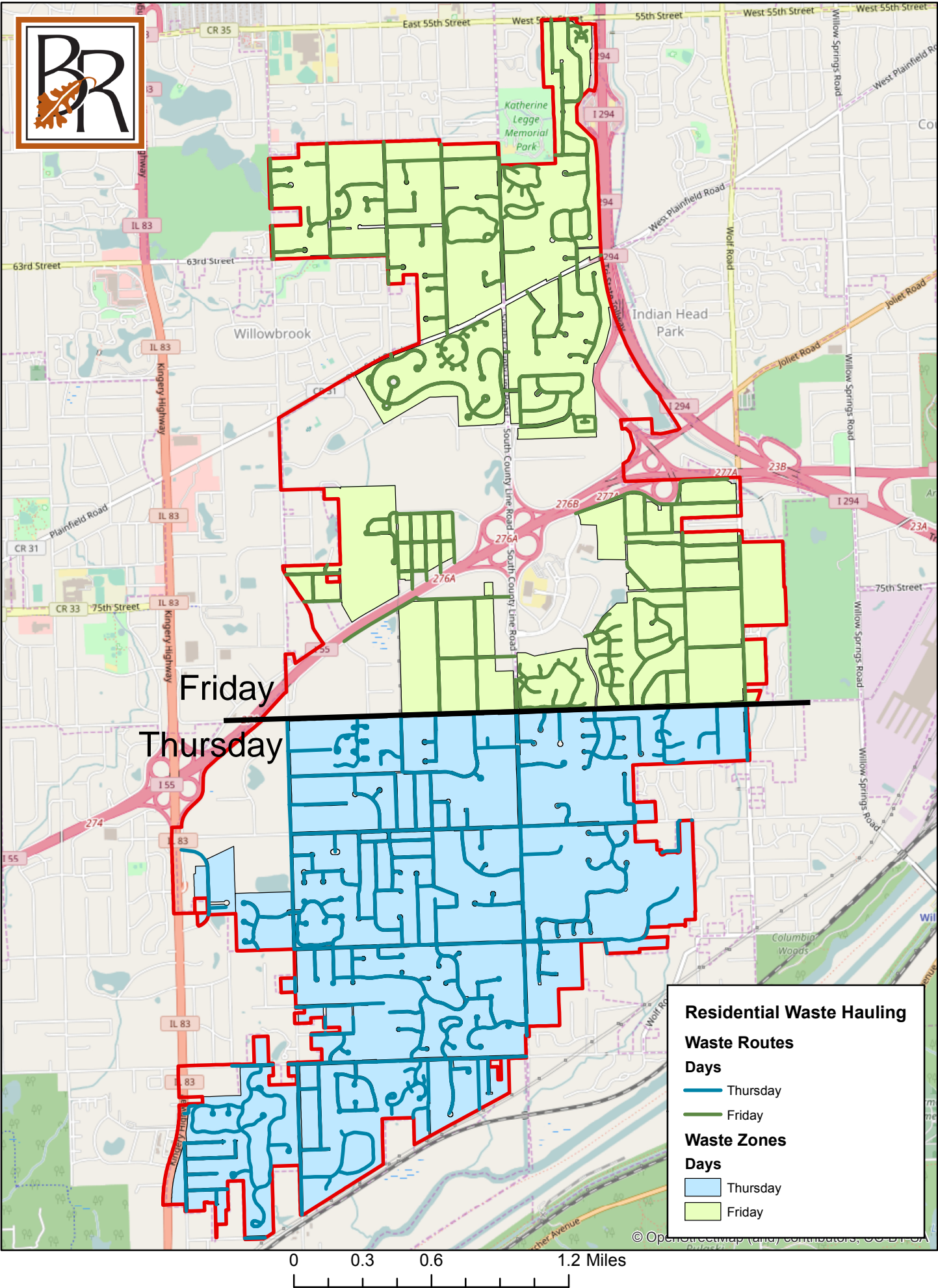
(seal)

\_\_\_\_\_  
Notary Public

## APPENDIX A

### Groot Industries Elk Grove Village, IL Scavenger Services Proposal

ITEM	PRICE				
	YEAR 1 (8/1/17- 7/31/18)	YEAR 2 (8/1/18- 7/31/19)	YEAR 3 (8/1/19- 7/31/20)	YEAR 4 (8/1/20- 7/31/21)	YEAR 5 (8/1/21- 7/31/22)
Unlimited collection of refuse using either 95-gallon or 65-gallon carts and recycling using 65-gallon carts with 95-gallon carts available upon request. Groot will provide additional cart rental for those residents who have additional waste for \$5.00/month.	\$16.85 Per month	\$17.27 Per month (2.5% Increase)	\$17.70 Per month (2.5% Increase)	\$18.14 Per month (2.5% Increase)	\$18.59 Per month (2.5% Increase)
Landscape waste using Kraft paper bags or containers not exceeding 50 lbs. Optional 95-gallon or 65-gallon containers will be provided by the hauler at a price of \$5/cart/month	No additional charge				
Senior discount (65 years and older)	\$16.10 Per month (4.5% Discount)	\$16.50/ Per month (4.5% Discount)	\$16.91 Per month (4.5% Discount)	\$17.33 Per month (4.5% Discount)	\$17.76 Per month (4.5% Discount)
Cost for Top of Drive empty cart return option	\$24.85 Per month	\$25.47 Per month (2.5% Increase)	\$26.11 Per month (2.5% Increase)	\$26.76 Per month (2.5% Increase)	\$27.43 Per month (2.5% Increase)
Cost for backdoor refuse service option (recycling and landscape waste at the curb)	\$33.70 Per month	\$34.54 Per month (2.5% Increase)	\$35.40 Per month (2.5% Increase)	\$36.29 Per month (2.5% Increase)	\$37.20 Per month (2.5% Increase)
Residents will be permitted to place unlimited bulk items which are not banned from Illinois landfills out for weekly collection	No additional charge				
Collection of white goods (refrigerator, freezer, oven, stove, washer, dryer, dishwasher, etc.)	\$25.00	\$25.63 (2.5% Increase)	\$26.27 (2.5% Increase)	\$26.93 (2.5% Increase)	\$27.60 (2.5% Increase)
Emergency Collection upon request of the Village					
Truck (x1) (\$175/hour)	\$175.00	\$179.38 (2.5% Increase)	\$183.87 (2.5% Increase)	\$188.47 (2.5% Increase)	\$193.18 (2.5% Increase)
Labor (x1) (\$45/hour)	\$45.00	\$46.13 (2.5% Increase)	\$47.28 (2.5% Increase)	\$48.46 (2.5% Increase)	\$49.67 (2.5% Increase)
Disposal (\$58.50/ton)	\$58.50	\$59.96 (2.5% Increase)	\$61.46 (2.5% Increase)	\$63.00 (2.5% Increase)	\$64.58 (2.5% Increase)



**VILLAGE OF BURR RIDGE  
FRANCHISE AGREEMENT WITH GROOT INDUSTRIES**

**HIGHLIGHTS**

- **Unlimited** collection of refuse, recycling and landscape waste.
- Resident choice of 95- or 65-gallon carts for both refuse and recycling.
- Senior discounts of 4.5% from \$16.85 per month to \$16.10 per month.
- Five-year agreement with 2.5% increases each year.
- Program begins on August 3, 2017
  - Thursday pickup of all homes south of 79<sup>th</sup> Street.
  - Friday pickup of all homes north of 79<sup>th</sup> Street.
- Free bulk item pickup.
- White goods pick-up for a fee of \$25 per item.
- Optional backdoor (top of driveway) service available for \$33.70 per month. (For houses with driveways 100 feet in length or less. There will be an additional expense for driveways exceeding 100 feet.)
- Optional top of driveway empty cart return service available for \$24.85 per month. (For houses with driveways 100 feet in length or less. There will be an additional expense for driveways exceeding 100 feet.)
- Residents may temporarily suspend service for a specific period of time, if away from their home more than 30 days
- Additional cart rentals available for a \$5.00 fee
- HOAs with existing contracts with other licensed haulers at a lower price may request to opt out of the Village's franchise agreement.
- The hauler is free to offer HOAs that have existing contracts a lower price if they deem appropriate.
- Free garbage and recycling pickup at all municipal facilities and for special Village events.
- Proper insurance, performance bond, indemnification and public education requirements included in the contract.

This Agreement between Patrick Engineering Inc. (PATRICK) and **the Village of Burr Ridge**, 451 Commerce Street, Burr Ridge, IL 60527, (CLIENT) consists of these terms, the proposal (including attachments thereto) identified as 79<sup>th</sup> Street LAFO and dated 1/20/17. This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, **2017**.

#### **ARTICLE I: SCOPE OF SERVICES**

The Scope of Services to be performed by PATRICK is set forth in the foregoing proposal ("Services"). CLIENT may request, orally or in writing, changes to the Services. In the event PATRICK agrees, in writing, to such changes in the Services, the changes are binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Services performed at CLIENT's request. PATRICK shall not, however, be liable for failure to perform or execute any changes in Services unless such changes are agreed to in writing by PATRICK. Any services performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

#### **ARTICLE II: STANDARD OF CARE**

PATRICK shall perform the Services with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances. PATRICK makes no other warranty, guarantee, or representation, express or implied, in connection with this Agreement, the performance of the Services or in any report, opinion or other document developed as part of the Services.

#### **ARTICLE III: CONFIDENTIALITY**

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim, law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PATRICK may use and publish CLIENT's name and a general description of the Services in describing PATRICK's experience to other clients or potential clients.

#### **ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA**

CLIENT shall provide PATRICK with lawful access to the site(s) where the Services are to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may occur. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (e.g., without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Services are to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by others (including the location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in writing or incorrectly disclosed to PATRICK, and CLIENT agrees to defend and indemnify PATRICK at its sole expense for any claims against PATRICK arising from CLIENT's failure in this regard.

#### **ARTICLE V: BILLING, PAYMENTS AND COLLECTION**

Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PATRICK's schedule of Standard Charges in effect at the time the Services are performed. Invoices will be submitted monthly and are due upon receipt. If CLIENT objects to an invoice, CLIENT shall notify PATRICK in writing within fifteen days of receipt of the invoice, give the reasons for the objection,

and pay that portion of the invoice not in dispute within thirty days of receipt of the invoice. Any unpaid, undisputed invoice which is thirty days past due shall be assessed a late payment charge of 1.5 percent per month. PATRICK shall have the right to terminate this Agreement upon ten days notice if payment as to any undisputed invoice is sixty days past due. CLIENT agrees to reimburse PATRICK its full costs of collection of any amounts due and unpaid after sixty days, including reasonable attorney's fees, court costs and the reasonable value of PATRICK's time spent on collection of such amounts.

#### **ARTICLE VI: INSURANCE AND LIMITATION OF LIABILITY**

PATRICK carries substantial insurance coverage including Workers Compensation, Employer's Liability, Commercial General Liability (including contractual liability), Commercial Automobile Liability and Professional Liability. A copy of PATRICK'S current insurance coverages and limits is available upon CLIENT's request. The parties have assessed the relative risks and benefits which will accrue to each in the performance of the Services and have agreed that PATRICK's total aggregate liability to CLIENT (or anyone claiming by or through CLIENT) for any injury to person or property, claims, damages, expenses, costs or losses of any kind, from any cause whatsoever, shall not exceed the total insurance proceeds paid on behalf of or to PATRICK by its insurers in settlement or satisfaction of such claims. If insurance coverage is not provided, then the total liability of PATRICK for such uninsured claims shall not exceed the total fees paid to PATRICK under this Agreement or \$25,000, whichever is less. In no event shall either party be liable to the other in contract or tort for consequential or incidental damages including, but not limited to, lost profits or losses from interruption of business.

#### **ARTICLE VII: INDEMNIFICATION**

- (A) To the fullest extent permitted by law, PATRICK shall indemnify, defend and hold CLIENT, its employees and agents, harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorneys fees and litigation costs ("Claims") caused by or arising out of the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees or agents.
- (B) To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents and subcontractors harmless from and against all demands, claims, suits, liabilities, fines, penalties, and costs including reasonable attorneys fees and costs of litigation ("Claim") caused by or arising out of (i) any conditions existing on or beneath CLIENT's property at the time of performance of the Services, including, but not limited to, pollution or contamination of property or (ii) the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees, agents or contractors except to the extent, if any, that any such Claim results from the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors. The indemnity obligations stated herein shall survive the termination of this Agreement.

It is further intended by the parties to this Agreement that PATRICK's services in connection with the Services shall not subject PATRICK's individual employees, officers or directors to any personal legal exposure for the risks associated with the Services. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the PATRICK, an Illinois corporation, and not against any of the its individual employees, officers or directors.

#### **ARTICLE VIII: NOTICE OF CLAIMS; COOPERATION**

If CLIENT discovers any facts that might give rise to a claim arising out of the negligent acts, errors or omissions or willful misconduct of PATRICK, its employees, agents or subcontractors, CLIENT shall immediately notify PATRICK of same in writing. PATRICK shall be entitled to



contest any such claim with counsel selected by PATRICK or its insurer and shall be entitled to control any litigation relating to such claim. CLIENT shall not settle or compromise any such claim without PATRICK's prior written consent and CLIENT shall cooperate with PATRICK and its insurer in connection with the defense of any such claim.

**ARTICLE IX: WORKSITE SAFETY/PATRICK SITE VISITS**

PATRICK will comply with CLIENT's rules and regulations governing PATRICK's activities on CLIENT's premises to the extent that the same are provided to PATRICK prior to the start of the Services. PATRICK will be responsible only for the on-site activities of its employees and subcontractors. If the Services include site visits, for example, to monitor construction activities for compliance with plans and specifications, the parties agree that PATRICK shall assume no responsibility or authority for supervision or control over any contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction.

**ARTICLE X: REUSE OR ALTERATION OF DOCUMENTS**

Documents prepared by PATRICK are instruments of its Services and PATRICK retains all common law, statutory and other reserved rights, including copyright. PATRICK agrees that CLIENT will have the non-exclusive, limited, worldwide, royalty free, non transferable and non-assignable, and non-sublicenseable, right to use the documents on the project identified in the Scope of Services. PATRICK assumes no liability or responsibility if the documents are reused by CLIENT or others on any other project. In the event that others alter the documents without PATRICK's authorization, any and all liability arising out of such alteration is waived as against PATRICK, and CLIENT assumes full responsibility for such changes. Where PATRICK has used due care in the electronic or disk transmission of data, information or documents to CLIENT and its agents, CLIENT shall be responsible for and bear the risk of loss or damages resulting from (i) errors or defects introduced by such transmission; (ii) CLIENT's or its agent's automated conversion or reformatting of the data, information or documents; and (iii) deficiencies, defects or errors in CLIENT's or its agent's software or hardware utilized to receive, transmit, utilize, format or reproduce the data, information or documents.

**ARTICLE XI: DELAYS**

Except for the obligation to pay monies owed, neither CLIENT nor PATRICK shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, delay caused by any third party, any additions or modifications to the Services to be performed by PATRICK under the Agreement, weather, acts of God, wars, terrorism, labor disputes, material shortage, delay in obtaining any permits, fires, or demands or requirements of governmental agencies.

**ARTICLE XII: SUCCESSOR, ASSIGNS**

This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.

**ARTICLE XIII: TERMINATION**

This Agreement may be terminated by either party upon written notice to the other. Upon receipt of notice of termination from CLIENT, PATRICK shall immediately cease work and take all reasonable steps to minimize costs relating to termination. CLIENT shall pay for services rendered through the date of receipt of notice of termination, plus any unpaid reimbursable expenses and reasonable costs relating to the termination, including reassignment of staff.



**ARTICLE XIV: SEVERABILITY**

If any term of this Agreement is held to be invalid or unenforceable as a matter of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with legal requirements. The remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE XV: APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties to this Agreement agree that any litigation under or regarding this Agreement will be brought only in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

**ARTICLE XVI: ATTORNEY'S FEES**

In the event either Party prevails in any litigation to enforce any term or provision of this Agreement, the non-prevailing Party shall pay the other Party its actual reasonable attorney's fees and costs.

**ARTICLE XVII: ENTIRE AGREEMENT**

CLIENT, by the undersigned, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PATRICK proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PATRICK by CLIENT shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement or any Addendum attached hereto. This Agreement may be amended or modified as set forth in Article I or by a written instrument signed by both parties. Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

**VILLAGE OF BURR RIDGE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PATRICK ENGINEERING INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Ref:

# 79th Street LAFO Project Manhour Estimate - Construction Engineering Services

1/20/2017

Task:	PM	Rate	PE	Rate	CADD	Rate	Total Hours	Total Cost
Survey (SMTM)	8	\$155	40	\$125	50	\$90	98	\$10,740.00
Specifications	0	\$155	4	\$125	28	\$90	32	\$3,020.00
Cost Estimate	0	\$155	4	\$125	2	\$90	6	\$680.00
Quantities	2	\$155	4	\$125	26	\$90	32	\$3,150.00
Coordination	4	\$155	2	\$125	2	\$90	8	\$1,050.00
Administration & QA/QC	4	\$155	4	\$125	6	\$90	14	\$1,660.00
Permit Coord. & SWPPP	2	\$155	4	\$125	6	\$90	12	\$1,350.00
Construction Administration	205	\$110					205	\$22,550.00
Direct Costs (Travel, Printing):								\$800.00
<b>TOTAL for Construction Engineering Service:</b>	225		62		120		407	\$45,000.00
QA Materials Testing (by Wang Engineering)								\$8,690.00
<b>TOTAL COST:</b>								<b>\$53,690.00</b>

Cost Plus Fixed Fee 1	<input checked="" type="checkbox"/>	14.5% [DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2	<input type="checkbox"/>	14.5% [DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5% [(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

REV 12/04

**FIRM**  
**PSB**  
**PRIME/SUPPLEMENT**

### Prime

**OVERHEAD RATE  
COMPLEXITY FACTOR**

**0**

07/22/16

[illegible]

**DBE 100.00%**

P16071.6

**PREPARED BY THE AGREEMENTS UNIT**

Printed 7/22/2016 3:00 PM



VILLAGE OF  
**BURR RIDGE**  
A VERY SPECIAL PLACE

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

**8C** Mickey Straub  
Mayor

Karen J. Thomas  
Village Clerk

Steven S. Stricker  
Village Administrator

February 21, 2017

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

**Re: V-01-2017: 1333 Burr Ridge Parkway (In Site Real Estate); Variations**

Dear President and Board of Trustees:

The Zoning Board of Appeals (ZBA) transmits for your consideration its recommendation to approve a request by Burr Ridge Parkway Limited Partnership for variations from Section XI.C.8 of the Zoning Ordinance to permit parking to be located 60 feet from the front lot line (Burr Ridge Parkway) rather than 79.76 feet (i.e. the established front building setback line) and from Section XI.C.8 of the Zoning Ordinance to permit additional parking between the building and the corner side lot line (north line along North Frontage Road) rather than the requirement prohibiting parking between the building and the corner side lot line. The petitioner owns the office building at 1333 Burr Ridge Parkway and intends to expand the parking lot for potential future tenants.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing on February 20, 2017. The primary concern with this request was the loss of open space on the property and the location of 44 parking spaces at the southwest corner of the property adjacent to the residential condo building at 1000 Village Center Drive. One resident from the condos spoke at the hearing as did the representative of the Burr Ridge Corporate Park Property Owners' Association. Both expressed concern about the parking in the vicinity of the residential condos.

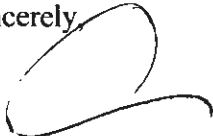
The Commission was concerned that the need for the parking was based on speculation rather than having a specific tenant that showed the need for the parking. They were also concerned about the reduction in open space but were willing to recommend a reduction of open space in the front yard (east side) and the corner side yard (north side) if it meant increasing or maintaining open space in the southwest corner adjacent to the condo building.

**Re: V-01-2017: 1333 Burr Ridge Parkway (In Site Real Estate); Variations (Page 2)**

Based on the above considerations, the Zoning Board of Appeals concluded that the proposed variations comply with the standards of the Zoning Ordinance. Accordingly, by a vote of 6 to 0, the **Zoning Board of Appeals recommends approval of V-01-2017** subject to compliance with the following conditions:

- A. That the additional parking located at the southwest corner of the property shall be deleted from the plan.
- B. That the petitioner may reduce the landscaping islands to 4 feet in width as permitted by the 1982 variation for this property to the extent that it allows the petitioner to add more parking spaces north of the building.
- C. That the parking lot expansion shall otherwise comply with the submitted plans.

Sincerely,



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

GT:JDP/mm  
Enclosures

**Day Robert & Morrison, P.C.**

---

ATTORNEYS AT LAW

300 E. 5th Avenue  
Suite 365  
Naperville, Illinois 60563  
630-637-9811  
Fax 637-9814  
[www.drm.law](http://www.drm.law)

SCOTT M. DAY  
RACHEL K. ROBERT  
CHRISTINA M. MORRISON

ROBERT G. BLACK  
KELLI M. SMITH  
*Of Counsel*

February 21, 2017

**VIA EMAIL AND REGULAR MAIL**

[dpollock@burr-ridge.gov](mailto:dpollock@burr-ridge.gov)

Mr. J. Douglas Pollock, AICP  
Community Development Director  
Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, Illinois 60527

RE: Burr Ridge Parkway Limited Partnership (c/o InSite Real Estate, LLC)  
1333 Burr Ridge Parkway, Burr Ridge, Illinois 60527  
V-OA-2017

Dear Doug:

Per our telephone conference of today's date, InSite is requesting that the recommendation of the Zoning Board of Appeals be continued by the Village Board on February 27, 2017. Rather than having the Village Board vote next Monday, our client is asking that the matter be continued until the first meeting in March, which will be March 13, 2017.

InSite is in the process of studying the total number of parking spaces lost by the recommended condition attached to the parking variances recommended by the Zoning Board of Appeals. Per our indication of last evening, InSite staff is studying the practicability of reducing each of the individual parking island sizes to the minimum four-foot width dimension. Per your request in our telephone conference, we will provide you with a copy of this parking count study and alert you to the number of spaces we think that we can salvage. However, we are quite confident we will not be able to replace all 44 of the parking spaces taken away should the Zoning Board of Appeals condition be approved by the Village Board.

Please confirm that we will be continued to March 13, 2017. Thank you for your continued professional assistance on behalf of the Village.

Very truly yours,



Scott M. Day

SMD:kg

cc: Gerald J. Kostelny  
Carolyn Kostelny  
Robert Schmude

Annette Jones  
1000 Village Center  
Unit 208  
Burr Ridge, IL

Feb. 10, 2017

Dear Mr. Pollock,

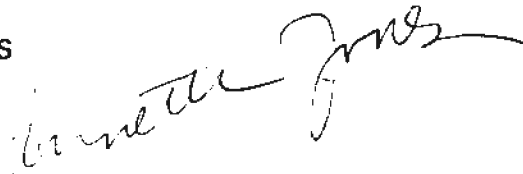
I am a resident of the 1000 Village Center building with a view towards I55 and the parking lot of McGraw Hill. I understand that InSite Realty has requested a large expansion of their parking lot. I find this unusual because I observe countless empty parking spaces at all times of the year.

I object to the corner and to the Bridewell Dr. expansion. The amount of added concrete is obtrusive and hardly aesthetic. In fact, it would be an eyesore to our residents.

Extra lighting, snow removal noise, and loss of landscaping would greatly diminish my quality of life and very likely, the value of my home!

Please consider the effects on the taxpayers in the 1000 building when deciding where extra parking can be added to the McGraw site. I always try to be a "good" neighbor, and hope that the 1333 building will, as well.

Sincerely,  
Annette Jones

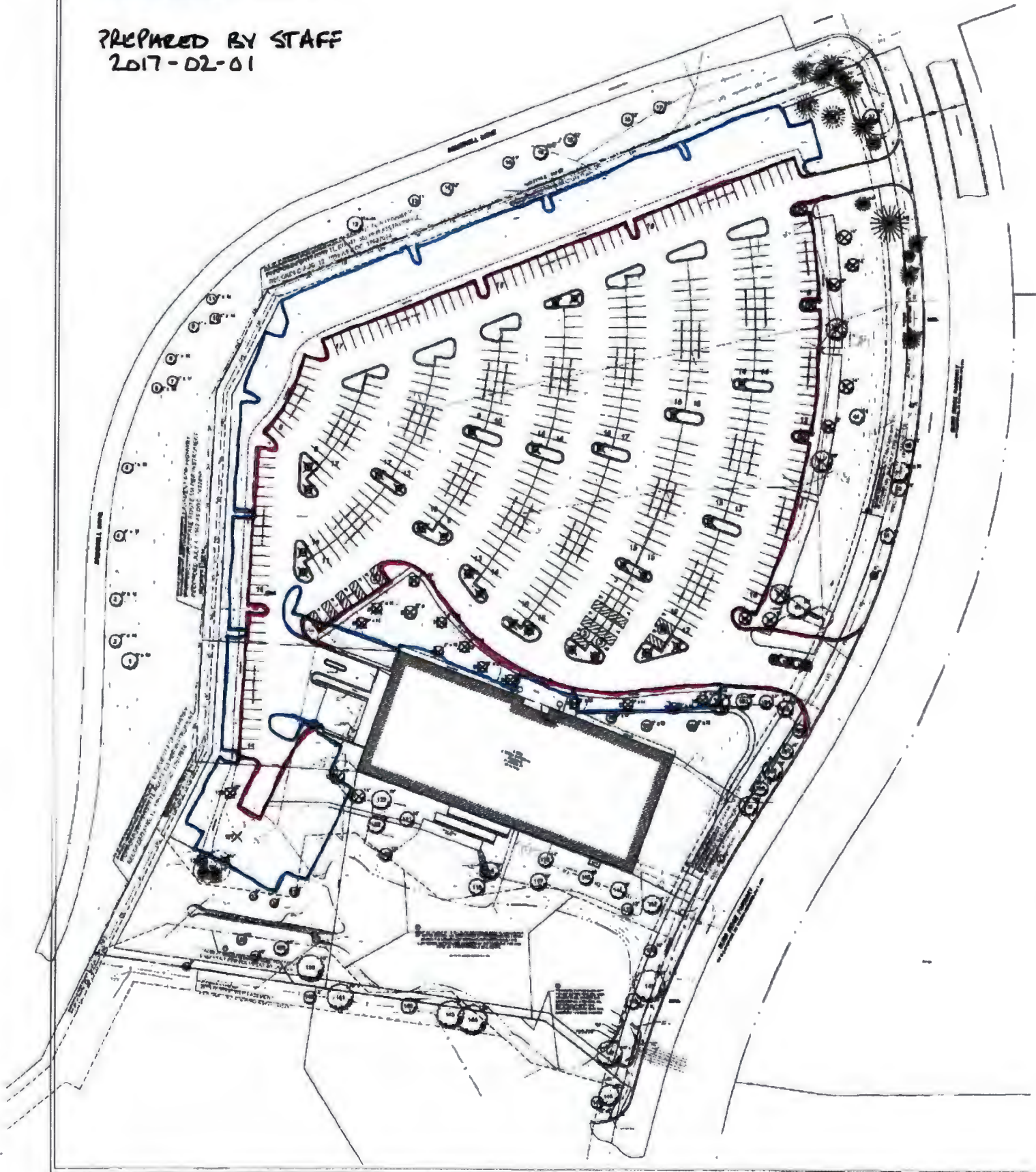
A handwritten signature in black ink, appearing to read "Annette Jones", written in a cursive style.



EXISTING —

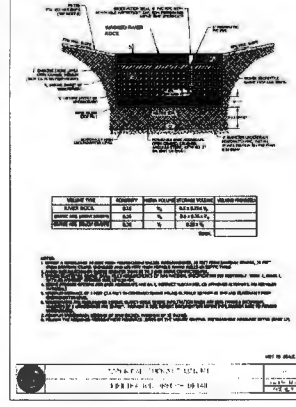
PROPOSED —

PREPARED BY STAFF  
2017-02-01

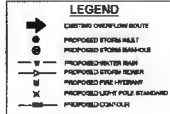





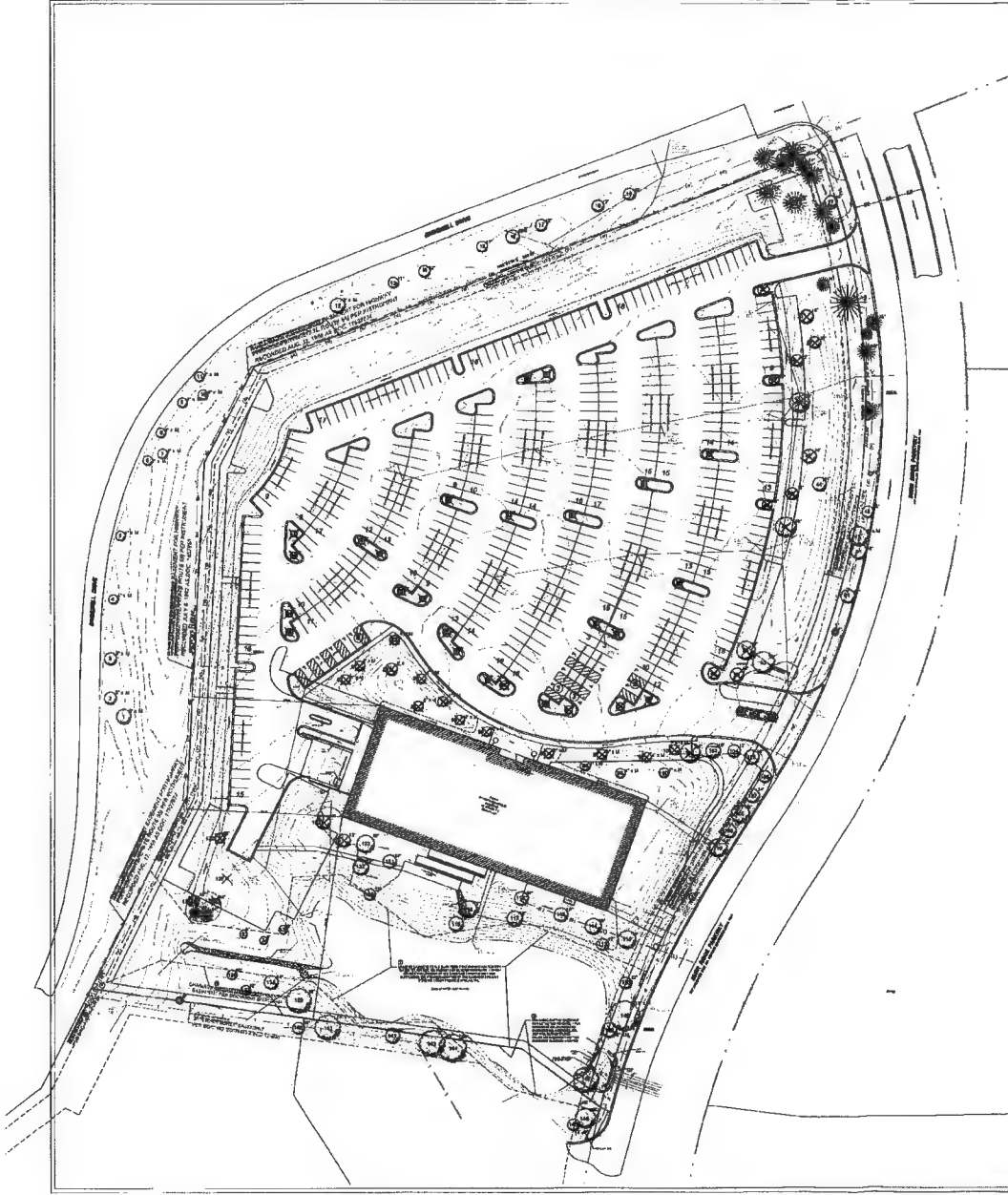




- NOTES:**
1. ALL PERMANENT WORK GENERAL ELEVATIONS WITHIN OR ALONG CURBS AND GUTTER REFER TO EPOCH OF PRESENT EXISTING ELEVATIONS UNLESS OTHERWISE NOTED.
  2. NEW SIDEWALK ELEVATIONS BEGIN 10 FEET FROM CURB AND ELEVATIONS END 10 FEET FROM CURB.
  3. 10' WIDE SIDEWALKS ARE REQUIRED WITH ALL STRUCTURES AND LOCATIONS OUTLINED THE CURB LINE FOR ALL AREAS LOCATED WITHIN THE CITY LIMITS. 10' WIDE SIDEWALKS TO CURB SIDEWALK.
  4. PROPOSED RETAINING WALLS SHALL BE PERMANENTLY BACKFILL TO EXISTING 40" IN HEIGHT.
  5. ALL VERTICES SHALL BE TO CURBLINE BARS CLAIM TO EXISTING 40" UNLESS OTHERWISE NOTED. ALL VERTICES SHALL BE TO FUTURE ELEVATION TO BE 12" ABOVE CURBLINE UNLESS OTHERWISE NOTED.
  6. ALL STORM DRAINAGE TO BE 12" UNLESS OTHERWISE NOTED.
  7. STORM SEWER UNDER PAVEMENT SURFACES SHALL BE 12" CULVERT IN ALL OTHER LOCATIONS STORM SEWERS SHALL BE 18" UNLESS OTHERWISE NOTED OR AS INDICATED.
  8. ALL VERTICES UNDER OR WITHIN 5' OF THE STREETS SHALL BE 12" UNLESS OTHERWISE NOTED OR AS INDICATED.



<div style="text-align: center;">  </div>	<b>REVISIONS</b>		VS CORP/ENR 1000 N. WILSON AVE. WHEELING, IL 60091 847.24.8300 ext. 200 www.vistaeng.com	
	NO.	DATE	DESCRIPTION	BY/CHKD
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75	08/13/13	FOR ALL INFORMATION	VS/VS	



### Site Preparation and Removals Legend

Item to be removed

### Site Preparation and Removals Notes

1. Construction shall install one perimeter fencing as shown on this plan prior to beginning work. Maintain and adjust tree protection fencing as needed during progress or completion. Storage of materials, vehicular access, and all other construction activities are strictly prohibited within the limits of the tree protection landing.
2. Tree stumps shall be ground to a minimum depth of 18" below existing grade or as required to properly perform the work.
3. Remove and dispose of all debris planting beds are designated. Refer to Planting Plan for details of approved landscape requirements.

### Existing Tree Inventory

Tree ID	Tree Species	Tree Size	Tree Location	Tree Status	Tree Notes
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PRELIMINARY EXISTING LANDSCAPE PLAN  
1333 BURR RIDGE PARKWAY  
BURR RIDGE  
ILLINOIS

L1.0

12345 Main St  
Chicago, IL 60601  
Phone: (312) 555-1234  
Fax: (312) 555-5678  
Email: info@designfirm.com

REVISIONS

NO.	DATE	DESCRIPTION
1	08/20/2024	Initial Design
2	09/10/2024	Revised Tree Inventory
3	10/01/2024	Final Design

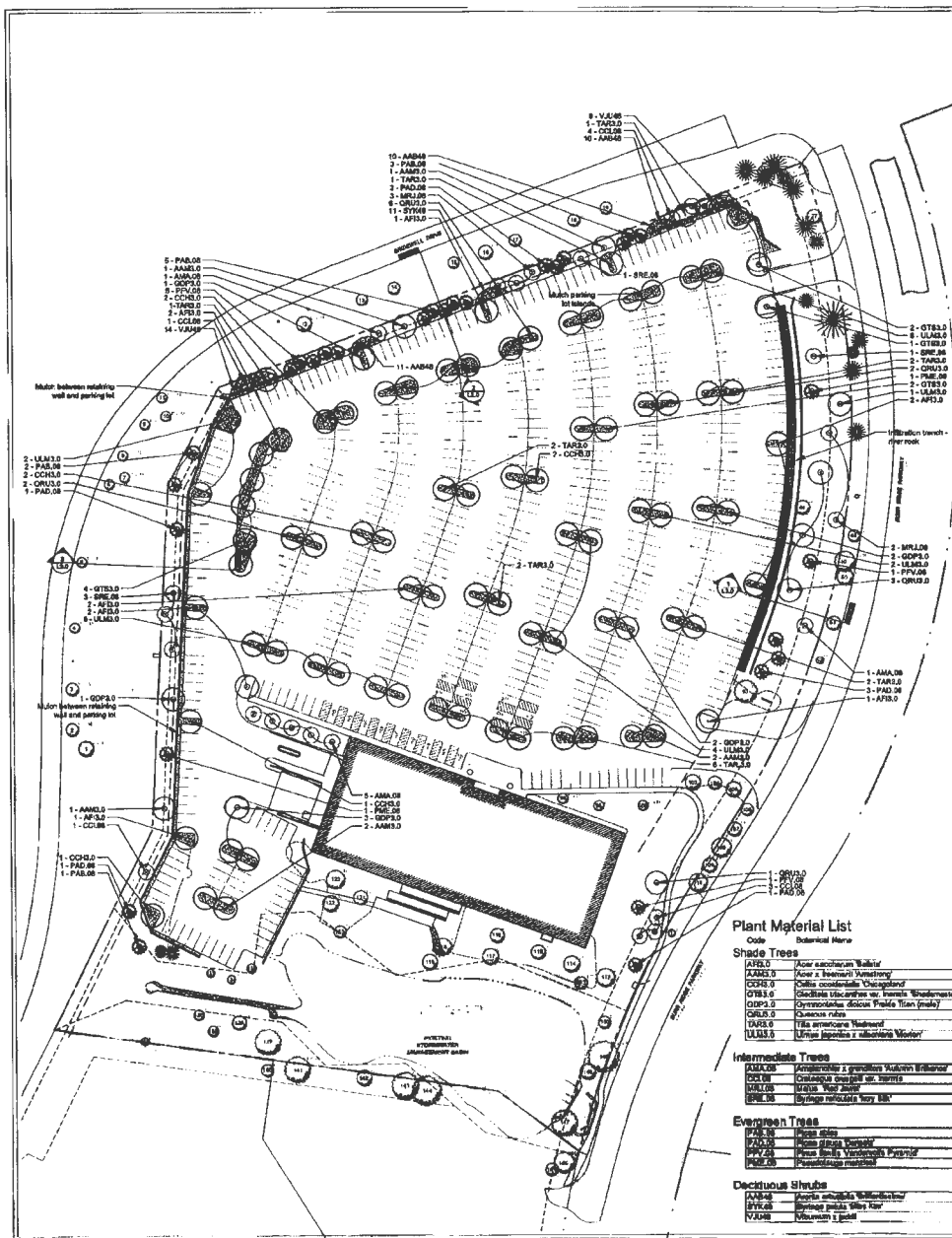
PROJECT INFORMATION

PROJECT NO.	1333 BURR RIDGE PARKWAY
CLIENT	ABC COMPANY
DESIGNER	DEF DESIGN FIRM
DATE	10/01/2024

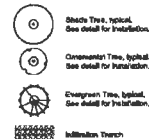
DESIGNER'S CERTIFICATE

I, the undersigned, being a duly licensed Professional Engineer in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original design as submitted to and approved by the City of Burr Ridge, Illinois.

\_\_\_\_\_  
Professional Engineer  
No. 123456789  
Exp. 12/31/2025

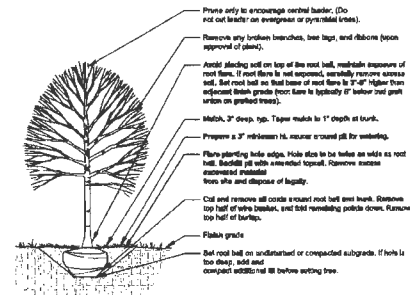


# Landscape Legend

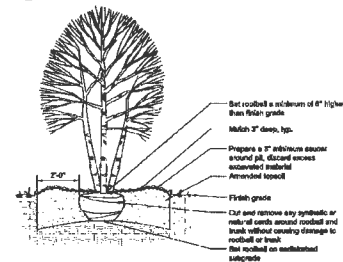


# Landscape Notes

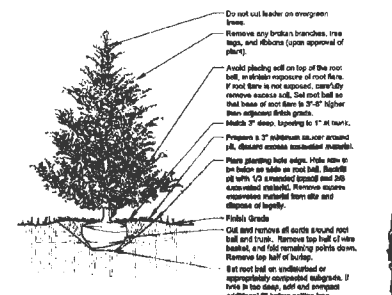
1. Shade trees to be installed in all landscaped areas. Contractor responsible for installation of any unlandscaped areas of landscape construction.
2. Contractor responsible for erosion control in all landscaped areas.
3. Trees must be installed in all landscaped areas. Contractor must provide a written report of all existing trees within the site of work. Removal of existing trees must be to be installed and provide a typical branch edge.
4. Existing trees to be installed in a minimum depth of 3 feet unless otherwise shown on the plan. Current best practice is to be installed and not removed.
5. Do not locate plants within 10' of utility structures, or within 1' of horizontal or underground utility lines unless otherwise shown on the plan. Consult with Landscape Architect if these conditions exist.
6. For LUMP SUM CONTRACTS, Plants and other materials are specified and recommended for the convenience of the Owner and Landscape Architect only. Confirm and install sufficient quantities to complete the work as shown and specified. No additional payment will be made for materials required to complete the work as shown and specified.
7. For UNIT PRICE CONTRACTS, Payments will be made based on actual quantities installed as measured in place by the Owner Representative.
8. Refer to specifications for additional conditions, standards and notes.



## 1 Deciduous Tree Planting



## 2 Ornamental Tree Planting



## 3 Evergreen Tree Planting

# Plant Material List

Code	Botanical Name	Common Name	Size	Qty
Shade Trees				
APR0.0	Acer saccharum Millier	Fall Plant Sugar Maple	3" x 10'	11
ALN0.0	Alnus incana Millier	Common Alder	3" x 10'	11
C240.0	Castilleja occidentalis Chapmang	Chicagoland Chokeberry	3" x 10'	11
OTB1.0	Ostrya latifolia Michx. var. tremula Thunberg	Shadblow Tree Thornless Hawthorn	3" x 10'	8
OTB2.0	Ostrya latifolia Michx. var. tremula Thunberg	Shadblow Tree Thornless Hawthorn	3" x 10'	8
QAL0.0	Quercus rubra	Red Oak	3" x 10'	14
TR1.0	Tilia americana Nuttall	Red-banded American Linden	3" x 10'	17
ULM0.0	Ulmus japonicus x americana Millier	Londonderry Elm	3" x 10'	18
Intermediate Trees				
AMAL0	Amelanchier x grandiflora Nuttall Enhancer	Kudzu-Resistant Sandbarberry	3" x 10'	7
AMAL0	Amelanchier x grandiflora Nuttall Enhancer	Kudzu-Resistant Sandbarberry	3" x 10'	7
MAH0.0	Malus vulgaris Nuttall	Red Jewel Flowering Crabapple	3" x 10'	8
MAH0.0	Malus vulgaris Nuttall	Red Jewel Flowering Crabapple	3" x 10'	8
ENE3.0	Enicophora reticulata Very Red	Hot Red Japanese Tree Lilac	3" x 10'	8
Evergreen Trees				
PAK.30	Picea abies	Monarch Spruce	3" x 10'	11
PAK.30	Picea abies	Monarch Spruce	3" x 10'	11
PAK.30	Picea abies	Monarch Spruce	3" x 10'	11
PAK.30	Picea abies	Monarch Spruce	3" x 10'	11
PAK.30	Picea abies	Monarch Spruce	3" x 10'	11
Deciduous Shrubs				
SPR0.0	Spiraea alba Michx. var. latifolia Thunberg	Redbud Tree Chokeberry	3" x 10'	28
SPR0.0	Spiraea alba Michx. var. latifolia Thunberg	Redbud Tree Chokeberry	3" x 10'	28
SPR0.0	Spiraea alba Michx. var. latifolia Thunberg	Redbud Tree Chokeberry	3" x 10'	28
SPR0.0	Spiraea alba Michx. var. latifolia Thunberg	Redbud Tree Chokeberry	3" x 10'	28
SPR0.0	Spiraea alba Michx. var. latifolia Thunberg	Redbud Tree Chokeberry	3" x 10'	28

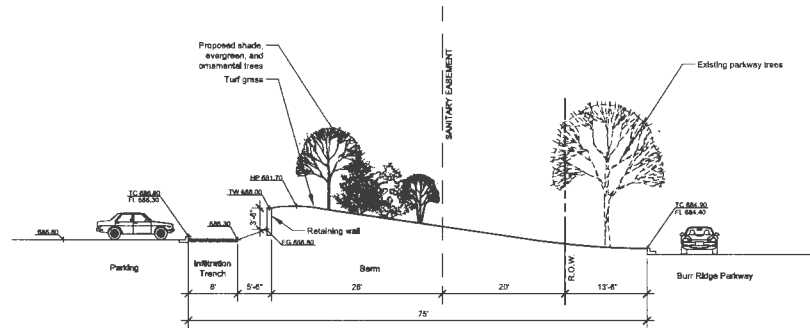
NORTH PERIMETER ADDITIONAL LANDSCAPE

PRELIMINARY PROPOSED LANDSCAPE PLAN  
1333 BURR RIDGE PARKWAY

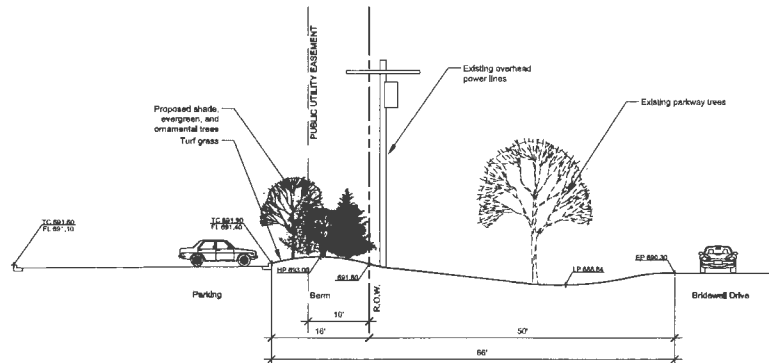
L2.1

DATE: 11/11/2011  
TIME: 11:11 AM  
BY: J. L. LINDSAY  
CHECKED BY: J. L. LINDSAY  
APPROVED BY: J. L. LINDSAY

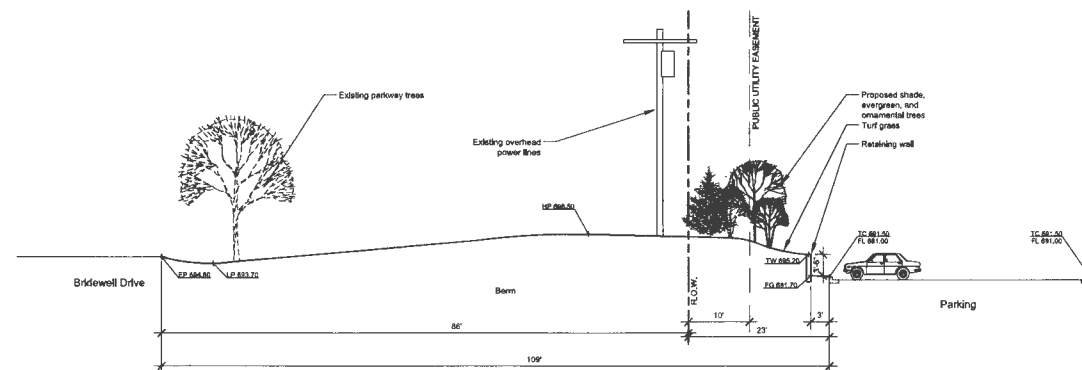
资料来源:根据《中国统计年鉴》、《中国统计公报》整理。



**1 Typical Section - East**  
Scale: 1/8" = 1'-0"



**2 Typical Section - North**  
Scale: 1/8" = 1'-0"



**3 Typical Section - West**  
Scale: 1/8" = 1'-0"



**CHRISTINE CHARKEWYCZ**

Attorney at Law

2021 Midwest Road, Suite 200  
Oak Brook, Illinois 60523E-mail: [itya@comcast.net](mailto:itya@comcast.net)  
phone: 630 777-4922

April 25, 2017

Mr. Steven Stricker  
Village Administrator  
Village of Burr Ridge  
7660 County Line Rd.  
Burr Ridge, IL 60527

Dear Mr. Stricker:

Enclosed please find the proposed contract for legal services for the prosecution of traffic and municipal ordinance violations for the next fiscal year.

There is a small increase (less than 3%) in the per session court fee from \$180 to \$185, however, there are no other increases in any of the other fees or rates.

It has been a pleasure and an honor working with Burr Ridge's professional police officers for the past two years. I look forward to working with you and the department in the coming year. Please feel free to contact me with any questions or concerns.

Sincerely yours,

Christine Charkewycz



## AGREEMENT

THIS AGREEMENT, made this      day of                      2017 by and between the VILLAGE OF BURR RIDGE, DuPage County, Illinois and CHRISTINE CHARKEWYCZ, Attorney at Law, 2021 Midwest Road, Suite 200, Oak Brook, Illinois, 60523.

WITNESSETH:

WHEREAS, CHRISTINE CHARKEWYCZ, Attorney at Law is an attorney licensed to practice law in the State of Illinois;

and

WHEREAS, the VILLAGE OF BURR RIDGE is desirous of having its Village Ordinances prosecuted in the Courts of DuPage County, Illinois.

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties hereto agree as follows:

CHRISTINE CHARKEWYCZ, Attorney at Law (hereinafter referred to as CHRISTINE CHARKEWYCZ) shall represent the VILLAGE OF BURR RIDGE at all regular Court sessions held at the Field Court designated for said Village's cases during the term of this Agreement.

1. The VILLAGE OF BURR RIDGE shall pay CHRISTINE CHARKEWYCZ One Hundred and Eighty Five Dollars (\$185.00) per Court session at which prosecutable local ordinance violations are to be heard for the prosecution of said violation at the Downers Grove Field Court. In the event a session exceeds two hours in length, there will be no additional fee assessed.
2. In addition to said fee payment, the VILLAGE OF BURR RIDGE agrees to pay CHRISTINE CHARKEWYCZ One Hundred Dollars (\$100.00) per hour for any telephone consultation with defense attorneys and defendants, research, or trial preparation done in connection with the prosecution of said Village Ordinance violations, for time spent in preparation of Court documents or correspondence involving said cases, and any Court appearances by CHRISTINE CHARKEWYCZ at a Court other than the designated Field Court when she is representing the VILLAGE OF BURR RIDGE in the prosecution of the violations of its ordinances. There will be no additional fee for consultation and advice to police officers.
3. In addition to said fee payment, the VILLAGE OF BURR RIDGE agrees to pay CHRISTINE CHARKEWYCZ One Hundred and Forty Dollars (\$140.00) per hour for any telephone consultation, correspondence, research, document or trial preparation done in connection with the prosecution of said Village Building Code violations.



4. The VILLAGE OF BURR RIDGE agrees to reimburse CHRISTINE CHARKEWYCZ for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage, photocopying, faxing, filing fees, etc.).
5. CHRISTINE CHARKEWYCZ agrees to provide a qualified attorney to represent the VILLAGE OF BURR RIDGE in her absence due to illness, conflict in Court schedule, or vacation period. The payment for the service of said third party shall be made by CHRISTINE CHARKEWYCZ to said party.
6. The VILLAGE OF BURR RIDGE may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.
7. This agreement will be effective from June 1, 2017 through May 31, 2018. .  
Notwithstanding any provision contained therein to the contrary, this Agreement may be terminated by either party at any time. CHRISTINE CHARKEWYCZ agrees to give thirty (30) days prior written notice to the VILLAGE OF BURR RIDGE.
8. A statement for services rendered shall be made monthly, and payment by the Village for such services shall be made by the last day of the month following the rendering of services.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Christine Charkewycz, Attorney at Law



*Illinois and Michigan Canal National Heritage Corridor*  
**Civic Center Authority**

*P.O. Box 501 Willow Springs, IL 60480 (708)496-0193*

[www.civiccenterauthority.org](http://www.civiccenterauthority.org)



8K

February 20, 2017

Village of Burr Ridge

7660 County Line Road, Burr Ridge, IL 60527

**Member Communities**

Bedford Park	Justice
Bridgeview	Lemont
Burr Ridge	Lyons
Countryside	McCook
Hodgkins	Summit
Indian Head Park	Willow Springs

Dear Mayor Straub and Village Trustees:

The I & M Canal National Heritage Corridor Civic Center Authority would like to thank you for a successful 2016. Your generosity and on-going support makes it possible for us to connect our towns to the history and marvels of the Illinois & Michigan Canal National Heritage Corridor.

The CCA has undertaken many important projects that benefit the residents of our twelve communities. Preservation of the Santa Fe Prairie, river and canal cleanups, management of the Heritage Corridor Visitors Center in Bedford Park, providing recreational opportunities and educational programs are just a few of our achievements. We also host the annual "A River Thru History" Rendezvous, a premier event that draws 3,000 visitors to the area. We are proud to be a part of this important national heritage area, however, there is so much more work to be done.

As one of the 12 founding communities of the Civic Center Authority, an all-volunteer organization, we rely heavily on your financial support to promote the historic, recreational, and economic development of the I & M Canal National Heritage Corridor in our area. This is why your annual contribution of \$2,900 is so appreciated. Kindly remit your check made payable to I & M Canal NHC CCA and mail to P.O. Box 501 Willow Springs, IL 60480. With support from all of our members, we can continue our important work and advance our mission.

Please do not hesitate to contact your village's representative Alice Krampits, Chairman at 708-496-0193 or e-mail [info@civiccenterauthority.com](mailto:info@civiccenterauthority.com) if you have questions or comments. We will be happy to discuss any ideas that can further enhance our relationship with your community.

Sincerely,

*Alice Krampits*

Alice Krampits, Chairman

I & M Canal National Heritage Corridor Civic Center Authority



## VILLAGE OF BURR RIDGE

## ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 05/08/17

PAYMENT DATE: 05/09/17

FI SCAL 16-17

FUND	FUND NAME	PRE-PAID	PAYABLE	TOTAL AMOUNT
10	General Fund	3,506.06	42,862.88	46,368.94
23	Hotel/Motel Tax Fund		4,394.24	4,394.24
31	Capital Improvements Fund		2,450.30	2,450.30
33	Equipment Replacement Fund	126,892.87		126,892.87
34	Storm Water Management Fund		1,070.43	1,070.43
51	Water Fund	1,878.26	29,695.32	31,573.58
52	Sewer Fund	123.25	1,562.89	1,686.14
61	Information Technology Fund	2,836.34	11,605.99	14,442.33
TOTAL ALL FUNDS		<u>\$ 135,236.78</u>	<u>\$ 93,642.05</u>	<u>\$ 228,878.83</u>

GRAND TOTAL	<u>\$ 228,878.83</u>
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## PAYROLL

PAY PERIOD ENDING APRIL 22, 2017

	TOTAL PAYROLL
Legislation	2,759.17
Administration	14,737.91
Community Development	9,628.07
Finance	8,806.38
Police	115,415.94
Public Works	22,698.17
Water	27,837.57
Sewer	7,614.60
IT Fund	238.98
TOTAL	<u>\$ 209,736.79</u>

GRAND TOTAL	<u>\$ 438,615.62</u>
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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
EXP CHECK RUN DATES 04/19/2017 - 04/24/2017  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-50-5030	Ver. cell phone bill-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	62.58
10-1010-60-6010	Water (Myrs mtg)Mar'17	Village of Burr Ridge	04/26/17	Mar/Apr2017	4.08
10-1010-60-6010	Trustee name badge/3-Apr'17	Providence Engraving	04/06/17	3102/81330Mar17	20.95
10-1010-80-8010	2017 annual report newsltrs/480	Grasso Graphics	01/30/17	28329	2,108.85
10-1010-80-8010	Mailing service/4505-Jan17	Grasso Graphics	01/30/17	28329	589.36
10-1010-80-8030	Video tape board mtg-04/10/17	Fernando Garron	05/01/17	Apr2017	450.00
10-1010-80-8030	Video tape board mtg-04/24/17	Fernando Garron	05/01/17	Apr2017	575.00
Total For Dept 1010 Boards & Commissions					3,810.82
Dept 2010 Administration					
10-2010-40-4042	Mileage to/frm OB Post Ofc/Popp	Village of Burr Ridge	04/26/17	Mar/Apr2017	10.22
10-2010-50-5030	Ver. cell phone bill/2-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	135.16
Total For Dept 2010 Administration					145.38
Dept 3010 Community Development					
10-3010-40-4042	ABCI mtg/Tejkowski-Mar17	Village of Burr Ridge	04/26/17	Mar/Apr2017	23.80
10-3010-50-5020	Elevator insp/CP Plaza-Apr17	Elevator Inspection Servi	04/19/17	68003	100.00
10-3010-50-5020	Elevator insp/permit JELV16249-	Elevator Inspection Servi	04/20/17	68068	100.00
10-3010-50-5030	Ver. cell phone bill/2-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	145.16
10-3010-50-5075	B&F inspections-Apr'17	B & F Construction Code S	04/12/17	46359	1,375.00
10-3010-50-5075	B&F plan review/7630 CLR-Apr'17	B & F Construction Code S	04/13/17	46377	2,392.60
10-3010-50-5075	B&F plan review/555 VC Dr-Apr'1	B & F Construction Code S	04/24/17	46477	895.50
Total For Dept 3010 Community Development					5,032.06
Dept 4010 Finance					
10-4010-40-4040	2017 IGFOA membership/2-Mar'17	IGFOA	03/29/17	3094/Mar2017	300.00
10-4010-40-4042	Pol Pens pkt dlvty/Sullivan-Apr1	Village of Burr Ridge	04/26/17	Mar/Apr2017	15.60
10-4010-40-4042	Mileage/BSA User Group mtg/Zura	Village of Burr Ridge	04/26/17	Mar/Apr2017	24.61
10-4010-50-5030	Ver. cell phone bill-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	72.58
Total For Dept 4010 Finance					412.79
Dept 4020 Central Services					
10-4020-40-4099	Wellness Comm exp-03/22/17	Brookhaven Marketplace	03/22/17	3102/25536Mar17	21.83
10-4020-50-5050	Savin copier cont overage chg/V	Image Systems & Business	04/19/17	247184	882.25
10-4020-50-5085	Postage meter rental/qtrly-Mar1	Pitney Bowes Global Fin.	03/01/17	3102/22846Mar17	458.88
10-4020-60-6000	MMM-680-HVSHR Sign Here tape fl	Runco Office Supply	04/19/17	5527 682630-0	22.77
10-4020-60-6000	MMM-6122 Transparent Tape 6/pac	Runco Office Supply	04/19/17	5527 682630-0	10.99
10-4020-60-6000	UNV-20630 Legal pads, white	Runco Office Supply	04/19/17	5527 682630-0	13.38
10-4020-60-6000	UNV-55400 Pencils #2	Runco Office Supply	04/19/17	5527 682630-0	1.50
10-4020-60-6000	UNV-85301 File drawers, legal 6	Runco Office Supply	04/19/17	5527 682630-0	73.99
10-4020-60-6000	UNV-85300 File drawers, letter	Runco Office Supply	04/19/17	5527 682630-0	72.99
10-4020-60-6000	PDC-1058421 Perfect Duster 10 o	Runco Office Supply	04/19/17	5527 682630-0	2.99
10-4020-60-6000	SMD-75560 File jacket 2" box bo	Runco Office Supply	04/19/17	5527 682630-0	17.50
10-4020-60-6000	UNV-35662 Post-It pad 1-3/8 x 1	Runco Office Supply	04/19/17	5527 682630-0	0.99
10-4020-60-6000	UNV-35668 Post-It pad 3 x 3 pla	Runco Office Supply	04/19/17	5527 682630-0	1.99
10-4020-60-6000	MMM-630-6PK Post-It pad 3 x 3 l	Runco Office Supply	04/19/17	5527 682630-0	11.98
10-4020-60-6000	MMM-675-YL Post-It pad 4 x 4 li	Runco Office Supply	04/19/17	5527 682630-0	23.94
10-4020-60-6000	Transcription headphones/Popp-M	Village of Burr Ridge	04/26/17	Mar/Apr2017	12.29
10-4020-60-6000	Pstg mtr tape strips/ink crtrdg	Pitney Bowes Global Fin.	04/20/17	3102/789646Apr17	124.78
10-4020-60-6010	2cs coffee & supls/PW-Apr'17	Commercial Coffee Service	04/20/17	141726	82.65
10-4020-60-6010	1cs coffee/PD-Apr'17	Commercial Coffee Service	04/25/17	141820	34.95
10-4020-60-6010	Misc lunchroom supls/VH-Apr17	Village of Burr Ridge	04/26/17	Mar/Apr2017	9.16
Total For Dept 4020 Central Services					1,881.80

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
EXP CHECK RUN DATES 04/19/2017 - 04/24/2017  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police					
10-5010-40-4042	Annual NIPAS mtg/Madden, Loftus	Northern Illinois Police	04/25/17	11604	54.00
10-5010-40-4043	Degree pgm tuition reimb/Glosky	Michele D. Glosky	04/27/17	Apr17	681.00
10-5010-50-5030	Ver. cell phone bill-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	992.34
10-5010-50-5051	Repair tire/unit #1703-Apr'17	Tom & Jerry Tire & Servic	04/17/17	32683	30.00
10-5010-50-5051	GOF/rpr tire-unit #1602-Apr17	Willowbrook Ford	04/20/17	6239922/2	67.95
10-5010-50-5051	GOF, rpl pollen filter/unit #16	Willowbrook Ford	04/21/17	6240008/2	87.90
10-5010-50-5051	GOF, headlight & reverse bulb/#	Willowbrook Ford	04/22/17	6240041/2	105.89
10-5010-50-5095	Random drug screen/3-Apr'17	Concentra Medical Centers	04/11/17	1010029180	177.50
10-5010-60-6000	#37855 clasp envs/2bx-PD/Apr17	Runco Office Supply	04/27/17	5901 683406-0	19.98
10-5010-60-6010	10x50 binoculars-Apr17	Amazon.com Credit	04/14/17	992/236-Apr17	399.99
10-5010-60-6010	8x30 binoculars-Apr17	Amazon.com Credit	04/14/17	992/236-Apr17	239.98
10-5010-60-6010	Prisoner disposable clothing-Ap	Amazon.com Credit	04/12/17	20485/Apr17	62.46
10-5010-60-6010	Prisoner disposable clothing-Ap	Amazon.com Credit	04/13/17	17584/Apr17	30.49
10-5010-60-6010	Prisoner disposable clothing-Ap	Amazon.com Credit	04/14/17	48439/Apr17	64.89
10-5010-70-7000	TN079 Blueguns SIG P230 Trainin	Gall's Inc.	04/24/17	4875929 007413336	89.52
10-5010-70-7000	TN094 Blueguns Colt AR-15 Train	Gall's Inc.	04/24/17	4875929 007413336	152.74
10-5010-70-7000	TN084 Blueguns S&W K-Frame 4"	Gall's Inc.	04/24/17	4875929 007413336	43.18
Total For Dept 5010 Police					3,299.81
Dept 6010 Public Works					
10-6010-40-4032	Steel Toe Hip Boots, 31" (Black	Air One Equipment, Inc.	04/12/17	121680	359.90
10-6010-40-4032	Uniform rental/cleaning-04/18/1	Breens Inc.	04/18/17	9027 364172	74.60
10-6010-40-4032	Safety shoes/Ekl-04/19/17	Red Wing Shoe Store	04/19/17	16-045	150.00
10-6010-40-4032	Safety shoes/Voorhees-04/19/17	Red Wing Shoe Store	04/19/17	16-045	150.00
10-6010-40-4041	Pre-empl drug screen/Lenzi-Apr'	Concentra Medical Centers	04/13/17	1010029252	110.50
10-6010-50-5030	Ver. cell phone bill-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	373.99
10-6010-50-5050	Rpr light circuit/unit #27-Apr'	Monroe Truck Equipment, I	04/17/17	R74594	157.50
10-6010-50-5051	Veh. safety insp/unit #27-Apr'1	Courtney's Safety Lane, I	04/04/17	9516	35.00
10-6010-50-5051	Veh. safety insp/#18 & 335-Apr'	Courtney's Safety Lane, I	04/05/17	9523	70.00
10-6010-50-5051	Veh. safety insp/#33-Apr'17	Courtney's Safety Lane, I	04/11/17	9556	52.00
10-6010-50-5055	C.C. traffic signal maint/3loc-	Cook County Treasurer	04/03/17	2017-1	1,041.75
10-6010-50-5066	Woodchip removal-Apr'17	Rainbow Farms Enterprises	04/20/17	34563	750.00
10-6010-50-5066	Woodchip removal/2lds-04/17/17	Rainbow Farms Enterprises	04/24/17	34609	500.00
10-6010-50-5066	Woodchip removal/2lds-04/18/17	Rainbow Farms Enterprises	04/24/17	34609	500.00
10-6010-50-5085	Shop towel rental-04/18/17	Breens Inc.	04/18/17	9027 364172	4.50
10-6010-50-5085	Uniform cleaning-04/25/17	Breens Inc.	04/25/17	9027 364346	74.60
10-6010-50-5085	Shop towel rental-04/25/17	Breens Inc.	04/25/17	9027 364346	4.50
10-6010-50-5095	Random drug screen/Timmons-Apr'	Concentra Medical Centers	04/13/17	1010029252	91.50
10-6010-50-5095	Random drug screen/Just-Apr'17	Concentra Medical Centers	04/11/17	1010030089	43.00
10-6010-50-5095	Spring brush removal-Apr-17	Kramer Tree Specialists,	04/21/17	29298 64585	19,265.00
10-6010-50-5096	Reimb culvert pipe replmnt/Conn	John H. Connell	04/25/17	Apr2017	700.00
10-6010-60-6000	Black sharpie markers/PW-Apr17	Runco Office Supply	04/20/17	5649 682632-0	15.98
10-6010-60-6000	Red sharpie markers/PW-Apr17	Runco Office Supply	04/20/17	5649 682632-0	15.98
10-6010-60-6000	Black ball point pens/PW-Apr17	Runco Office Supply	04/20/17	5649 682632-0	19.98
10-6010-60-6000	Legal pads/PW-Apr17	Runco Office Supply	04/20/17	5649 682632-0	12.19
10-6010-60-6000	Time Cards-100/pk-PW/Apr'17	Runco Office Supply	04/20/17	5649 682632-0	16.45
10-6010-60-6000	Laser printer file fldr labels/	Runco Office Supply	04/20/17	5649 682632-0	12.99
10-6010-60-6041	Starter, switch, weatherstrip/#	Westown Auto Supply Co. I	04/11/17	2901 73360	208.04
10-6010-60-6042	Shredded bark mulch/2cu.yds-Apr	Hinsdale Nurseries, Inc.	04/11/17	1558495	78.00
10-6010-60-6042	Shredded bark mulch/1cu.yd-Apr1	Hinsdale Nurseries, Inc.	04/11/17	1558543	39.00
10-6010-60-6043	20gal Tree Gator bags/70-Apr'17	Russo's Power Equipment	04/26/17	1009793 3969782	1,189.30
10-6010-60-6060	Chloride mix/4300gal-delivered	Gasaway Distributors Inc.	04/10/17	1057151	2,042.50
Total For Dept 6010 Public Works					28,158.75



GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6020 Buildings & Grounds					
10-6020-50-5058	Mat rental/PD-04/18/17	Breens Inc.	04/18/17	9028 364166	18.00
10-6020-50-5058	Mat rentals/PW-04/18/17	Breens Inc.	04/18/17	9028 364166	12.00
10-6020-50-5058	Mat rental/PW-04/25/17	Breens Inc.	04/25/17	9028 364340	12.00
10-6020-50-5058	Mat rentals/PD-04/25/17	Breens Inc.	04/25/17	9028 364340	18.00
10-6020-50-5080	Nicor heating/PW-Apr'17	NICOR Gas	04/11/17	22944400005/Apr17	398.93
10-6020-50-5080	Nicor heating/VH garage-Apr'17	NICOR Gas	04/18/17	5796140009/Apr17	76.37
10-6020-50-5080	Nicor heating/RA-Apr'17	NICOR Gas	04/18/17	81110732419/Apr17	72.91
10-6020-60-6010	Triploid Grass carp/27-Apr'17	Kane-DuPage Soil & Water	04/07/17	FY17-13	391.50
10-6020-60-6010	Raid, Ant traps, & fly swatter-	Menards - Hodgkins	04/04/17	32060290 65077	9.39
10-6020-60-6010	Toggle bolts & wallgrip-Apr'17	Menards - Hodgkins	04/11/17	32060290_65772	10.93
10-6020-60-6010	Fertilizer (Veteran's Mem)Apr17	National Seed	04/10/17	567696SI	157.50
10-6020-70-7010	Garage door replmnt elect work/	Integrated Electrical Ser	04/25/17	21946.01	2,450.00
Total For Dept 6020 Buildings & Grounds					3,627.53
Total For Fund 10 General Fund					46,368.94
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5075	Rosa flower carpet sprm#3/CLR m	Midwest Groundcovers, LLC	04/14/17	1519246	720.25
23-7030-80-8055	H/M marketing-Apr'17	Boost Creative Marketing	04/30/17	1154	3,200.00
23-7030-80-8055	Hotel/Motel Marketing-Mar'17	Boost Creative Marketing	03/30/17	21056	400.00
23-7030-80-8055	Reimb Myfm gift cert promo/3-Ap	Porterouse Steaks and Sea	04/19/17	Apr2017	73.99
Total For Dept 7030 Special Revenue Hotel/Motel					4,394.24
Total For Fund 23 Hotel/Motel Tax Fund					4,394.24
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7010	G'Fld LAFO proj/Mar'17	Engineering Resource Assc	04/26/17	120702.CE.09	2,450.30
Total For Dept 8010 Capital Improvement					2,450.30
Total For Fund 31 Capital Improvements Fund					2,450.30
Fund 33 Equipment Replacement Fund					
Dept 8030 Equipment Replacement					
33-8030-70-7020	'17 Ford F550 aerial lift tk/Ap	Currie Motors	04/25/17	42517	47,407.00
33-8030-70-7020	Versalft aerial pwr equip & bku	Currie Motors	04/25/17	42517	79,485.87
Total For Dept 8030 Equipment Replacement					126,892.87
Total For Fund 33 Equipment Replacement Fund					126,892.87
Fund 34 Storm Water Management Fund					
Dept 8040 Storm Water Management					
34-8040-70-7051	20ft PVC pipe (61st St crossing	Kieft Brothers, Inc	03/21/17	223160	967.68
34-8040-70-7051	Bucktrail wetland planting cons	Living Waters Consultants	04/19/17	2126	102.75
Total For Dept 8040 Storm Water Management					1,070.43
Total For Fund 34 Storm Water Management Fund					1,070.43
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Steel Toe Hip Boots, 31" (Black	Air One Equipment, Inc.	04/12/17	121680	359.90
51-6030-40-4032	Uniform rental/cleaning-04/18/1	Breens Inc.	04/18/17	9027_364172	81.88
51-6030-40-4032	Uniform cleaning-04/25/17	Breens Inc.	04/25/17	9027_364346	81.88
51-6030-40-4040	IL wtr op cert. renewal/Herdzin	Ronald J. Herdzina	04/25/17	Apr17	10.00

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-50-5020	Coliform water samples-test/13-	Envirotest Perry Laborat	04/13/17	17-132322	110.50
51-6030-50-5030	Telephone/well monitor-Mar'17	AT&T	03/16/17	708Z400209/Mar17	369.91
51-6030-50-5030	Telephone/PC-mar17	AT&T	03/16/17	630Z995755/Mar17	689.86
51-6030-50-5030	Telephone/well pumping line-Mar	AT&T	03/22/17	6303254209Mar17	374.17
51-6030-50-5030	Ver. cell phone bill-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	444.32
51-6030-50-5080	Electric/well #4-Apr'17	COMED	04/18/17	0029127044Apr17	519.74
51-6030-50-5080	Electric/well 31-Apr'17	COMED	04/07/17	0793668005/Apr17	311.59
51-6030-50-5080	Electric/Bedford sump pump-Apr'	COMED	04/13/17	9179647001/Apr17	231.96
51-6030-50-5080	Electric/PC-Apr'17	Direct Energy Business LI	04/11/17	171010030638372	3,389.10
51-6030-50-5080	Nicor heating/PC-Apr'17	NICOR Gas	04/11/17	47915700000/Apr17	134.78
51-6030-60-6010	Top soil/4cu.yds-Apr'17	Hinsdale Nurseries, Inc.	04/12/17	1558653	106.00
51-6030-60-6010	22ga copper seal wire/250' spoo	McMaster-Carr Supply Comp	04/10/17	23513229	378.84
51-6030-60-6010	0.5" lead disc-style seal/100pk	McMaster-Carr Supply Comp	04/10/17	23513229	82.74
51-6030-60-6010	Shp chg-Apr17	McMaster-Carr Supply Comp	04/10/17	23513229	7.25
51-6030-60-6010	Knee cushions-Apr17	Menards - Hodgkins	04/04/17	32060290	5.98
51-6030-60-6010	Pvc coated work gloves-Apr17	Menards - Hodgkins	04/04/17	32060290	15.56
51-6030-60-6010	4qt plastic pails-Apr'17	Menards - Hodgkins	04/04/17	32060290	3.84
51-6030-60-6010	5 gal menard pail-Apr17	Menards - Hodgkins	04/04/17	32060290	2.96
51-6030-60-6010	100% silicone clear caulk-Apr17	Menards - Hodgkins	04/04/17	32060290	31.92
51-6030-60-6010	#14 Blue Anchor 1"/Apr17	Menards - Hodgkins	04/04/17	32060290	7.92
51-6030-60-6010	T10 security 1" 1pk/Apr17	Menards - Hodgkins	04/04/17	32060290	3.96
51-6030-60-6010	Cob penlight 3pk-Apr17	Menards - Hodgkins	04/04/17	32060290	20.00
51-6030-60-6010	Herculiner quart-Apr17	Menards - Hodgkins	04/04/17	32060290	24.94
51-6030-60-6010	Marking wand-Apr17	Menards - Hodgkins	04/04/17	32060290	19.97
51-6030-60-6010	MP STARTER 5m-Apr17	Menards - Hodgkins	04/04/17	32060290	15.95
51-6030-60-6010	15# NF Midwest Master-Apr17	Menards - Hodgkins	04/04/17	32060290	29.99
51-6030-60-6010	20# shz hardy mix seed-Apr17	Menards - Hodgkins	04/04/17	32060290	39.98
51-6030-60-6010	Phillips N 2 X 4-Apr17	Menards - Hodgkins	04/04/17	32060290	3.94
51-6030-60-6010	CA-7 stone/22.76 ton-Mar'17	Ozinga Materials, Inc.	03/31/17	21210 54319	332.30
51-6030-60-6010	CM-06 stone/22.39 ton-Mar'17	Ozinga Materials, Inc.	03/31/17	21210 54319	223.90
51-6030-60-6010	Freight Charge CA-7 Stone, 22.7	Ozinga Materials, Inc.	03/31/17	21210 54319	108.11
51-6030-60-6010	Freight Charge CM-06 Stone, 22.	Ozinga Materials, Inc.	03/31/17	21210 54319	106.35
51-6030-60-6040	8"x15" All SS repair clamp-Apr1	EJ USA, Inc	04/10/17	110170023275	174.64
51-6030-60-6040	8"x18" All SS repair clamp-Apr1	EJ USA, Inc	04/10/17	110170023275	248.95
51-6030-70-7000	Cellular modem upgrade instls-A	Automatic Control Service	04/12/17	3710	14,545.00
51-6030-70-7000	ProLite trench shoring equip-Ap	Prospan Manufacturing Co.	04/14/17	1701127	7,923.00
Total For Dept 6030 Water Operations					31,573.58
Total For Fund 51 Water Fund					31,573.58
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Steel Toe Hip Boots, 31" (Black	Air One Equipment, Inc.	04/12/17	121680	359.90
52-6040-40-4032	Uniform rental/cleaning-04/18/1	Breens Inc.	04/18/17	9027_364172	25.47
52-6040-40-4032	Uniform cleaning-04/25/17	Breens Inc.	04/25/17	9027_364346	25.47
52-6040-50-5030	Telephone/Highland Fields L.S.-	AT&T	03/13/17	6303219679Mar17	123.25
52-6040-50-5068	Lift station maint/3-Apr'17	Metropolitan Industries,	04/18/17	0000321259	765.00
52-6040-50-5080	Electric/A'Head L.S.-Apr'17	COMED	04/07/17	7076690006/Apr17	193.52
52-6040-60-6010	Hose clamp #16 11/16- 1-1/2	L. A. Fasteners	04/13/17	1-124510	5.16
52-6040-60-6010	Hose clamp #36 7/8 - 2-3/4	L. A. Fasteners	04/13/17	1-124510	5.75
52-6040-60-6010	G8 Hex nut	L. A. Fasteners	04/13/17	1-124510	1.56
52-6040-60-6010	Hose clamp #6 mini 5/16 - 7/8	L. A. Fasteners	04/13/17	1-124510	4.15
52-6040-60-6010	Hose clamp #24 1-2	L. A. Fasteners	04/13/17	1-124510	5.45

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-60-6010	1" bender head and handle-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	78.98
52-6040-60-6010	1 1/8" knockout cutter-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	32.59
52-6040-60-6010	eye bolt 1/2" x 4"-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	3.12
52-6040-60-6010	3/4" splitring hanger/gal-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	2.96
52-6040-60-6010	strut 1/2" beam clamp-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	12.00
52-6040-60-6010	3/4 " cord grip connctr-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	7.34
52-6040-60-6010	3/4" rgd threaded cplr-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	3.84
52-6040-60-6010	3/4" glv cap-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	1.38
52-6040-60-6010	3/4" x 10' glavanized pipe-Apr1	Menards - Hodgkins	04/13/17	3060290 65948	12.48
52-6040-60-6010	3/4" x 10' rigid conduit-Apr17	Menards - Hodgkins	04/13/17	3060290 65948	16.77
Total For Dept 6040 Sewer Operations					1,686.14
Total For Fund 52 Sewer Fund					1,686.14
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	IT/phone support-Apr'17	Orbis Solutions	04/21/17	5566729	1,100.00
61-4040-50-5020	IT/phone support/6-Apr'17	Orbis Solutions	04/28/17	5566743	1,100.00
61-4040-50-5030	Ver. mobile hot spot-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	38.01
61-4040-50-5030	Ver. mobile data service-Mar'17	Verizon Wireless	03/21/17	9782565621Mar17	38.00
61-4040-60-6010	HP507A CE400A blk toner/PD-1/Ap	Runco Office Supply	04/27/17	5901_683407-0	125.99
61-4040-60-6010	Laser pointer/2 (AD/CD) Mar'17	Amazon.com Credit	03/28/17	3086/1388265-Mar17	29.98
61-4040-60-6010	Laptop rplmt battery/PD(less cr	Amazon.com Credit	03/29/17	3086/9089861-Mar17	29.90
61-4040-60-6010	Flash drives-Mar'17	Amazon.com Credit	03/29/17	3086/8241840-Mar17	60.59
61-4040-60-6010	Toner cartridges-Mar'17	Amazon.com Credit	03/20/17	3102/5432-Mar17	665.98
61-4040-70-7000	FY16-17 wireless equipment-Apr'	National Tek Services, In	04/28/17	4405	4,960.00
61-4040-70-7000	Mounting for A/V-Apr'17	Orbis Solutions	04/28/17	5566743	320.00
61-4040-70-7000	Wireless networking-Apr'17	Orbis Solutions	04/25/17	5566745	1,600.00
61-4040-70-7000	Wireless network electrical-Apr	Vons Electric, Inc.	04/21/17	11303	2,400.00
61-4040-70-7000	Tablets & accessories/Trustee-3	Amazon.com Credit	04/12/17	3086/3041029	1,973.88
Total For Dept 4040 Information Technology					14,442.33
Total For Fund 61 Information Technology Fund					14,442.33



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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
EXP CHECK RUN DATES 04/19/2017 - 04/24/2017  
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BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
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		Fund Totals:			
		Fund 10 General Fund			46,368.94
		Fund 23 Hotel/Motel Tax Fund			4,394.24
		Fund 31 Capital Improvements Fund			2,450.30
		Fund 33 Equipment Replacement Fund			126,892.87
		Fund 34 Storm Water Management Fund			1,070.43
		Fund 51 Water Fund			31,573.58
		Fund 52 Sewer Fund			1,686.14
		Fund 61 Information Technology Fund			14,442.33
		Total For All Funds:			<hr/> 228,878.83

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## VILLAGE OF BURR RIDGE

### ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 05/08/17

PAYMENT DATE: 05/09/17

FISCAL 17-18

FUND	FUND NAME	PRE-PAID	PAYABLE	TOTAL AMOUNT
10	General Fund		114,523.01	114,523.01
23	Hotel/Motel Tax Fund		1,288.00	1,288.00
51	Water Fund		960.84	960.84
52	Sewer Fund		155.66	155.66
61	Information Technology Fund		5,981.26	5,981.26
TOTAL ALL FUNDS		<u>\$ -</u>	<u>\$ 122,908.77</u>	<u>\$ 122,908.77</u>

GRAND TOTAL	<u>\$ 122,908.77</u>
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GRAND TOTAL	<u>\$ 122,908.77</u>
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-80-8010	Fy17-18 DuPg Senior Cit. Council	DuPage Senior Citizens Cc	05/02/17	May2017	2,436.00
10-1010-80-8010	Fy17-18 SW Sub. Cntr on Aging c	Southwest Suburban Center	05/02/17	May2017	1,764.00
Total For Dept 1010 Boards & Commissions					4,200.00
Dept 2010 Administration					
10-2010-40-4030	Dental insurance-May'17	Delta Dental of Illinois	05/01/17	10373 964068	454.24
10-2010-40-4042	Chamber luncheon/Kowal-May'17	Willowbrook/Burr Ridge	05/03/17	May2017	20.00
Total For Dept 2010 Administration					474.24
Dept 3010 Community Development					
10-3010-40-4030	Dental insurance-May'17	Delta Dental of Illinois	05/01/17	10373 964068	248.90
Total For Dept 3010 Community Development					248.90
Dept 4010 Finance					
10-4010-40-4030	Dental insurance-May'17	Delta Dental of Illinois	05/01/17	10373 964068	140.56
Total For Dept 4010 Finance					140.56
Dept 5010 Police					
10-5010-40-4030	Dental insurance-May'17	Delta Dental of Illinois	05/01/17	10373 964068	2,509.35
10-5010-40-4042	2017 FBI/NAA conf adv/Madden-Ma	John W. Madden	05/01/17	May2017	873.40
10-5010-40-4042	Annual NEMRT membership-Jul17/J	North East Multi-Regional	05/01/17	279 218035	2,565.00
10-5010-50-5020	FY17-18 DUMEG fair share contr/	DuPage Metropolitan	07/01/17	Jul2017	14,040.00
10-5010-50-5020	FY17-18 annual FIAT dues-May'17	F.I.A.T.	05/01/17	BRPD17-18	3,500.00
10-5010-50-5020	FY17-18 NIPAS mobile field forc	Northern Illinois Police	05/01/17	11309	875.00
10-5010-50-5020	FY17-18 NIPAS comm. assmnt/Mora	Northern Illinois Police	05/01/17	11309	130.00
10-5010-50-5020	2017-18 NIPAS membership assmnt	Northern Illinois Police	05/01/17	11307	400.00
10-5010-50-5045	DuComm disptaching/qtrly share-	DuPage Public Safety Comm	05/01/17	15978	72,730.25
10-5010-50-5051	2017 lic. plate renewal/#1310-M	Illinois Secretary of Sta	05/01/17	May2017	101.00
Total For Dept 5010 Police					97,724.00
Dept 6010 Public Works					
10-6010-40-4030	Dental insurance-May'17	Delta Dental of Illinois	05/01/17	10373_964068	645.20
10-6010-40-4040	IL pesticide lic appl/N. Just-M	Illinois Dept. of Agricul	05/02/17	SG0434950000May	15.00
10-6010-50-5095	Mosquito abatement instlmnt #1-	Clarke Environmental Mosq	04/19/17	B02160_6360801	9,016.07
Total For Dept 6010 Public Works					9,676.27
Dept 6020 Buildings & Grounds					
10-6020-50-5095	FY17-18_2016 prop. tax-#1/#2-Na	DuPage County Collector	05/01/17	0924301022May17	2,059.04
Total For Dept 6020 Buildings & Grounds					2,059.04
Total For Fund 10 General Fund					114,523.01
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8012	Tent/wtr barrel rental/Run the	Abbott Party Rental	06/02/17	25555-1	816.00
23-7030-80-8012	2017 sponsor banner flags-May'1	Bannerville USA	05/03/17	23184	442.00
23-7030-80-8050	Signage/Armed Forces Day-May'17	Bannerville USA	05/01/17	23170	30.00
Total For Dept 7030 Special Revenue Hotel/Motel					1,288.00
Total For Fund 23 Hotel/Motel Tax Fund					1,288.00
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4030	Dental insurance-May'17	Delta Dental of Illinois	05/01/17	10373_964068	510.84
51-6030-50-5025	USPS 1st cl presort mail/per#94	Postmaster	05/01/17	94 Jun2017	450.00

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
EXP CHECK RUN DATES 05/01/2017 - 05/01/2017  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
Total For Dept 6030 Water Operations					960.84
Total For Fund 51 Water Fund					960.84
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4030	Dental insurance-May'17	Delta Dental of Illinois	05/01/17	10373 964068	155.66
Total For Dept 6040 Sewer Operations					155.66
Total For Fund 52 Sewer Fund					155.66
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5061	FY17-18 Guardian Tracking subs-	Guardian Tracking, LLC	05/01/17	2017-0291	1,220.00
61-4040-50-5061	LeadsOnline PP sys srvc pkg-May	LeadsOnline	05/01/17	BRILPD 239968	2,848.00
61-4040-50-5061	Fy17-18 PowerDMS renewal/May17	PowerDMS, Inc.	05/01/17	A-2797/14814	1,913.26
Total For Dept 4040 Information Technology					5,981.26
Total For Fund 61 Information Technology Fund					5,981.26

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Fund Totals:

Fund 10 General Fund	114,523.01
Fund 23 Hotel/Motel Tax Fund	1,288.00
Fund 51 Water Fund	960.84
Fund 52 Sewer Fund	155.66
Fund 61 Information Technology F	5,981.26
Total For All Funds:	122,908.77