

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

**October 23, 2017
7:00 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
Adam Alnobani, Burr Ridge Middle 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 October 9, 2017
- *B. Approval of Strategic Planning Workshop of October 16, 2017

6. ORDINANCES

- A. Consideration of An Ordinance Granting a Special Use Pursuant to the Burr Ridge Zoning Ordinance for a Planned Unit Development Consisting of 44 Single Family Homes with Private Streets and Commonly Owned Open Space between Homes (Z-14-2017: 11650 Bridewell Drive – McNaughton/ Lakeside Pointe)

7. RESOLUTIONS

8. CONSIDERATIONS

- A. Consideration to Approve Real Estate Sales Contract for Lot 2 of the Village Owned Pump Center Property at 11650 German Church Road
- B. Consideration of Amendments to the Building Ordinance and Municipal Code regarding Deadlines for Completion of Exterior Construction and Restriction of Hours for Outside Construction and Maintenance Work
- *C. Approval of Recommendation to Award Contract for Installation of Accessible Door Operators and Push Buttons at Village Hall

- *D. Approval of Recommendation to Approve Intergovernmental Agreement with DuPage County for NPDES Compliance Support Services
- *E. Receive and File Resignation Letter from Part-Time Police Data Clerk I Mark Murray effective November 1, 2017
- *F. Approval of Recommendation to Hire Replacement Part-Time Police Data Clerk I to Fill Vacancy Created by Resignation of Mark Murray
- *G. Approval of Vendor List in the Amount of \$669,332.35 for all Funds, plus \$253,533.59 for payroll, for a grand total of \$922,865.94, which includes Special Expenditures of \$72,730.25 to DU-COMM for dispatch services November 2017 through January 2018; and \$48,836.70 to Desiderio Landscaping for parkway tree/stump removal (51)
- H. 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: Mayor and Board of Trustees
FROM: Village Administrator Doug Pollock and Staff
SUBJECT: Regular Meeting of October 23, 2017
DATE: October 20, 2017

PLEDGE OF ALLEGIANCE: Adam Alnobani – Burr Ridge Middle School

6. ORDINANCES

A. R-5 PUD (11650 Bridewell Drive – Lakeside Pointe)

Attached is an Ordinance approving the Lakeside Pointe R-5 Planned Unit Development. Lakeside Pointe includes 44 detached single family homes on building pads, surrounded by common area rather than private lots, and with private streets. The Ordinance includes approval of the preliminary site plan and building elevations, approval to permit the PUD on 19.76 acres rather than the required 20 acres; sidewalks as recommended by the Plan Commission; and a requirement for the final plans to be reviewed by the Plan Commission and approved by the Board of Trustees.

It is our recommendation: that the Board approves the Ordinance.

7. RESOLUTIONS

8. CONSIDERATIONS

A. Real Estate Sales Contract for Lot 2, 11650 German Church Road

Attached is a contract for the sale of the Village owned pump center property at 11650 German Church Road to Dr. Ghassan Abboud. The contract includes the sale price of \$1,900,000 and does not include any zoning contingencies. Upon approval of the contract by the Board of Trustees, the buyer will have 45 days to conduct his due diligence. The contract was prepared by the Village Attorney. The only substantive change requested by the buyer is to have the Village pay for the ALTA Survey rather than the buyer.

It is our recommendation: that the Board approves the contract.

B. Building Ordinance/Municipal Code Amendments

Staff requests consideration and direction on several proposed amendments to the Burr Ridge Building and Municipal Code related to home construction and landscape maintenance. The Burr Ridge Building Code governs the construction and alteration of physical property within the Village. One such

type of activity governed by the Building Code is new home construction. New home construction occurs regularly in the village, and the purpose and intent of the Building Code is to ensure that new homes are built to the proper specifications while also protecting the properties around the construction sites.

Amendment Re: Completion of Exterior Work: Currently, the building ordinance requires that exterior improvements for single-family homes be completed within one year, but applicants are entitled to apply for 90-day extensions after one year to ensure that their permit remains valid. For each 90-day extension, the applicant is required to pay an extension fee that represents a percentage of the original permit cost. If exterior work is not completed but the permit is not extended, a stop-work order (SWO) is issued until both the SWO and extension fees are paid. The fee to remove a SWO is \$300. Under the current Building Code, the extension fee is calculated depending on how many extensions they have received. Under the existing regulations, if the exterior improvements are still not completed after two years, the permit is revoked and the applicant must apply for a new permit; thus starting the two year cycle over again. Table 1 represents the current extension fee table.

Table 1

Extension	Work Remaining	Fee
First 90-day Extension	Site Improvements Only	25%
First 90-day Extension	Building w/ or w/o Site Improvements	50%
Second 90-day Extension	Site Improvements Only	25%
Second 90-day Extension	Building w/ or w/o Site Improvements	50%
Third 90-day Extension	Site Improvements or Building	50%
Fourth 90-day Extension	Site Improvements or Building	50%

To ensure that new homes are completed in a reasonable time period, staff proposes two amendments to the Building Code. The first amendment addresses projects that are unfinished after two years. Rather than revoke the permit and begin the two year cycle over again, the amendment would limit extensions to 90 days and require payment of an extension fee equal to 100% or the original permit fee with any additional extensions subject to another fee equal to 100% of the original permit cost. Table 2 represents the proposed amendment to be added to Table 1.

Table 2

Extension	Work Remaining	Fee
Additional 90-day Extension	Site Improvements or Building	100%

Amendment Re Partial Stop Work Order: The second amendment is to permit the issuance of a SWO on interior work if the exterior work is not completed within a specified time frame. In other words, if after one year (or perhaps 1.5 years), the exterior work is not completed, a permit applicant may be granted extensions but the extensions would be limited to exterior work with no work on the inside of the home permitted until the exterior is completed.

Exterior work is defined by the Building Code as any work on the exterior façade, including but not limited to doors, windows, and siding, the roof of the building, paving of driveway(s), final grading, and required landscaping, removal of the property of all construction fencing and unneeded appurtenances including building materials, construction trailers and equipment, and construction fencing.

Amendment Re: Permitted Hours for Outside Work: The Building Code also governs the dates and times during which property owners are permitted to perform exterior construction work. In the past few months, staff has received complaints from several residents regarding the permitted construction hours as well as complaints about the lack of restricted hours for landscape maintenance work; particularly as it relates to such work on Sunday mornings. Staff researched the codes of surrounding communities and found that Burr Ridge permits the most outside construction and landscaping hours on a weekly basis. The results of the survey are found in Table 3.

<i>Table 3</i>		
City	Construction Limits	Landscaping Limits
Burr Ridge	7-7 M-F; 8-5 Sat/Sun	No Ban
Hinsdale	8-8 M-F; 8-4 Sat; prohibited Sun/Holidays	8-8 Daily
Clarendon Hills	8-6 M-F; 8-4 Sat; prohibited Sun/Holidays	7-8 M-Sat; 9-8 Sun/Holidays
Western Springs	7:30-8 M-F; 9-5 Sat; 12-4 Sun	7:30-8 M-F; 10-4 Sat; 12-4 Sun
La Grange	7-7 M-F; 8-6 Sat; 12-5 Sun	No Ban
Oak Brook	7-6 M-F; 9-5 Sat; prohibited Sun/Holidays	7-8 M-F; 8-7 Sat; 9-6 Sun

Staff proposes amending the permitted times for exterior construction work as well as establishing permitted times for landscape maintenance work. Article III of the Building Code currently defines the permitted times for outside construction as follows:

Monday through Friday:	7 AM to 7 PM
Saturday and Sunday:	8 AM to 5 PM

Staff proposes amending the permitted construction hours to the following:

Monday through Friday:	7 AM to 7 PM
Saturday:	8 AM to 5 PM
Sunday and Federal Holidays:	12 PM to 4 PM

Staff also proposes establishing permitted times for operating gas- and electric-powered equipment used for routine landscape maintenance. These are defined as lawnmowers, leaf blowers, edgers, or any other device intended for landscape maintenance. Gas- and electric-powered means of removing snow and ice would be exempt from this regulation. This was found to be a standard exception in neighboring communities. The proposed hours would be the same as the hours for construction work.

Finally, staff proposes that the amendments governing outside construction

and landscape maintenance be established in Chapter 38 of the Municipal Code while also cross-referencing them in Article III of the Building Code. This is to ensure that both the Police and the Community Development Department may issue violations. Staff proposes that the penalty for the violation of the landscape maintenance hours be a \$50 fine per daily occurrence. Full draft language to both the Building and Municipal Code are enclosed for review.

It is our recommendation: that the Board provide direction for staff on the proposed amendments. If so directed, staff would publicize this pending action via the weekly eBriefs, web site and other venues to ensure opportunity for public input.

C. Contract for Door Operators and Push Buttons at Village Hall

The FY17-18 budget includes \$8,000 to install accessible door operators and push buttons on the front entry and vestibule doors at Village Hall. The Village Hall and meeting rooms are frequently used or accessed by individuals needing assistance with these entry doors. Our Village Hall is a host location for driver's license renewal events by the Illinois Secretary of State, which also draws many such individuals. The Illinois Accessibility Code (71 Illinois Administrative Code, Chapter I, Part 400) provides specifications for installation and operation of accessible power-assisted doors.

Quotations were solicited from five (5) companies that have commercial door experience and are familiar with the specifications of the Illinois Accessibility Code. The work would include installing an automated operator on one door each of the paired exterior entry and vestibule doors, installing a total of four (4) accessible push buttons for two-way opener control of each door, and completing all incidental electrical work.

Three (3) contractors submitted quotations as follows:

Contractor	Total Bid
Door Systems, Inc., Naperville, IL	\$ 8,282.00
Wunderlich Doors, Inc., Joliet, IL	\$ 9,000.00
Integrated Electrical Services, LLC, Alsip, IL	\$ 9,982.00
American Door and Dock, Schaumburg, IL	No quote submitted
Your American Windows LLC, Burr Ridge, IL	No quote submitted

The lowest responsive and responsible bid was received from Door Systems, Inc., of Naperville, IL, in the amount of \$8,282.00. Their bid is \$282.00 (3.5%) above the FY17-18 budget for this project. Adequate funds are available in the General Fund Buildings & Grounds-Improvements account to complete this work since the Municipal Campus Staining Contract was completed \$1,600 under budget from this same account.

It is our recommendation: that a contract for the installation of accessible door operators and push buttons at the Village Hall be awarded to Door Systems, Inc., Naperville, Illinois, in the amount of \$8,282.00.

D. IAG with DuPage County for NPDES Compliance Support Services

The Illinois Environmental Protection Agency administers and enforces regulations of the National Pollutant Discharge Elimination System (NPDES) for how agencies are permitted to discharge stormwater. In its new statewide ILR40 Storm Water Permit for Small Municipal Separate Storm Sewer Systems (MS4s), effective March 2016, the IEPA instituted many new requirements for all local agencies' storm water management programs. New requirements include rigorous procedures, inspections, monitoring, public outreach, staff training, and documentation schedules.

As discussed with the Village's Stormwater Committee in February 2017, these new requirements will be resource intensive and unable to be completed with currently available staff time. DuPage County Stormwater Management has developed an IEPA-approved Qualifying Local Program that could meet these new requirements in a streamlined and efficient manner to share services and reduce redundancies among agencies. Under the joint program, DuPage County would take a lead role implementing some of the new requirements on behalf of municipalities, and with intergovernmental agreements (IGA) could also support agencies with many of the other new requirements. The Village's Stormwater Committee concurred with staff recommendations that it would be advantageous for the Village of Burr Ridge to participate in this joint process.

A minimum level of County involvement has been determined that provides the most benefit to the Village in meeting the new IEPA requirements without substantially increasing staff time, use of consultants, or purchases of equipment. This involvement and associated costs are outlined in the attached IGA. Similar IGAs have been approved recently by Bartlett, Bensenville, Lisle, Naperville, Westmont, Wheaton, and Winfield.

The FY 2017-18 Stormwater Management Fund Budget includes a not-to-exceed estimated cost of \$5,000 for costs associated with this shared-services arrangement.

It is our recommendation: that the Village Board authorize the Mayor to execute an Intergovernmental Agreement with DuPage County for shared services related to compliance with the National Pollutant Discharge Elimination System (NPDES) Program and that fees for such work will not exceed \$5,000.

E. Resignation Letter – Mark Murray

Enclosed please find a letter from part-time Police Data Clerk I Mark Murray tendering his resignation effective November 1, 2017 (last day to work is October 31, 2017).

It is our recommendation: that Mark Murray's resignation letter be received and filed.

F. Hire Replacement P-T Police Data Clerk I

Part-time Police Data Clerk I Mark Murray submitted his letter of resignation from the Burr Ridge Police Department effective November 1, 2017, with his last day to work being October 31, 2017. Chief John Madden is requesting authorization to fill the vacancy.

The principle duties and responsibilities of the part-time Police Data Clerk I position are to answer the non-emergency phone line and attend to Department walk-in visitors during the evening hours up to 8:00PM, Monday through Friday. The duties also include entering data into the Department's record management system (CAPERS) on a daily basis. The data entered comes from various forms, such as case reports, traffic citations, and written warnings. After the information is entered into CAPERS, all related documents are scanned into the Village's Laser fiche system for permanent retention.

The starting salary for the part-time Police Data Clerk I position is \$14.92 per hour.

It is our recommendation: that Chief Madden be authorized to hire a replacement part-time Police Data Clerk I to fill the vacancy created by the resignation of Mark Murray.

G. Vendor List

Enclosed is the Vendor List in the Amount of \$669,332.35 for all Funds, plus \$253,533.59 for payroll, for a grand total of \$922,865.94, which includes Special Expenditures of \$72,730.25 to DU-COMM for dispatch services November 2017 through January 2018; and \$48,836.70 to Desiderio Landscaping for parkway tree/stump removal (51) in September.

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

REGULAR MEETING
PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE

October 9, 2017

CALL TO ORDER The Regular Meeting of the President and Board of Trustees of October 9, 2017 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:00 p.m. by President Straub

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was led by Diya Patel, Elm School.

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Trustees Franzese, Mottl, Paveza, Mital, Snyder, Schiappa and President Straub. Also present were Village Administrator Doug Pollock, Police Chief John Madden, Public Works Director Dave Preissig, Assistant to the Administrator Evan Walter 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 Schiappa 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 Schiappa, Snyder, Franzese, Mottl, Paveza, Mital

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

APPROVAL OF REGULAR BOARD MEETING MINUTES OF SEPTEMBER 25, 2017
 were approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE VETERANS MEMORIAL COMMITTEE MEETINGS OF APRIL 27, MAY 10, JUNE 28, JULY 27 AND AUGUST 30, 2017 were noted as received and filed under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE DRAFT PLAN COMMISSION MEETING MINUTES OF OCTOBER 2, 2017 were noted as received and filed under the Consent Agenda by Omnibus Vote.

APPROVAL OF ORDINANCE GRANTING A VARIATION AS PER THE BURR RIDGE VILLAGE CENTER PUD FOR APPROVAL OF A SIGN LARGER THAN FIFTY SQUARE FEET (S-05-2017: 755 VILLAGE CENTER DRIVE – KOHLER) The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.
THIS IS ORDINANCE NO. A-923-03-17

Regular Meeting
President and Board of Trustees, Village of Burr Ridge
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APPROVAL OF AN ORDINANCE AMENDING THE BURR RIDGE SIGN ORDINANCE, SECTION 55 OF THE BURR RIDGE MUNICIPAL CODE TO REMOVE CONTENT-BASED REGULATIONS OF NON-COMMERCIAL SIGNS (S-03-2017: SIGN ORDINANCE AMENDMENT) The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.

THIS IS ORDINANCE NO. A-923-04-17

ADOPTION OF RESOLUTION APPROVING FINAL PLAT OF SUBDIVISION AND GRANTING VARIATIONS FROM THE SUBDIVISION ORDINANCE FOR THE BALAC SUBDIVISION (7500 DREW AVENUE) The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution.

THIS IS RESOLUTION NO. R-20-17

ADOPTION OF RESOLUTION APPROVING FINAL PLAT DLUGOPOLSKI'S 93RD PLACE RESUBDIVISION (10S639 JACKSON STREET) The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution.

THIS IS RESOLUTION NO. R-21-17

APPROVAL OF REQUEST FOR RAFFLE LICENSE FOR ST. ALPHONSUS/ST. PATRICK SCHOOL AND HOSTING FACILITY LICENSE FOR CHICAGO MARRIOTT SOUTHWEST BURR RIDGE FOR ITS GALA FUND RAISING EVENT ON JANUARY 20, 2018 WITH TICKETS SALES BETWEEN OCTOBER 19, 2017 AND JANUARY 19, 2018
The Board, under the Consent Agenda by Omnibus Vote, approved the request.

APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR 2017 CONCRETE REPLACEMENT CONTRACT The Board, under the Consent Agenda by Omnibus Vote, awarded the contract to Davis Concrete Construction Company, Alsip, IL, in the amount not to exceed \$21,500.

APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEMS MAINTENANCE AT VILLAGE FACILITIES The Board, under the Consent Agenda by Omnibus Vote, renewed the contract with Dynamic Heating & Piping Company of Crestwood, IL in an amount not to exceed \$13,630 for the term expiring November 30, 2018.

APPROVAL OF VENDOR LIST IN THE AMOUNT OF \$247,474.06 FOR ALL FUNDS, PLUS \$199,317.30 FOR PAYROLL, FOR A GRAND TOTAL OF \$446,791.36 WHICH INCLUDES SPECIAL EXPENDITURES OF \$92,353.79 TO ILLINOIS TREASURER FOR GERMAN CHURCH ROAD SIDEWALK GRANT, AND \$62,796.00 TO HD SUPPLY WATER WORKS, LTD. FOR SENSUS WATER METER RADIO UNITS AND TOUCHPADS The Board, under the Consent Agenda by Omnibus Vote, approved the

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Vendor list for the period ending October 9, 2017 in the amount of \$247,474.06 and payroll in the amount of \$199,317.30 for the period ending September 23, 2017.

CONSIDERATION OF PLAN COMMISSION RECOMMENDATION TO APPROVE AN R-5 PLANNED UNIT DEVELOPMENT (Z-14-2017: 11650 BRIDEWELL DRIVE – MCNAUGHTON DEVELOPMENT – LAKESIDE POINTE) Village Administrator Doug Pollock presented the Plan Commission's recommendation for approval of an amendment to the Lakeside Pointe Planned Unit Development to permit an R-5 Planned Unit Development on 19.75 acres with 44 single-family detached homes. He continued that in 2016 the original PUD was approved on 22.5 acres with 52 single-family. The primary difference between the proposed PUD and the previous PUD is the removal of the 2.7 acre property at Bridewell Drive and Burr Ridge Parkway and the discovery of a private covenant that requires a 100-foot building setback from Commonwealth Avenue, rather than the otherwise required 50-foot setback.

Mr. Pollock said the primary concern at the public hearing was the lack of sidewalks and parkways on the internal street. After discussion, the developer agreed to modify the setbacks and as a result they were able to add a 5-foot sidewalk and a 5-foot parkway on the inner loop. He said subsequent to the hearing, the petitioner submitted a revised site plan.

Trustee Franzese said the original proposal included connections from the pathway to Commonwealth and 73rd Place and asked if the petitioner would be willing to make those connections. He asked if the developer is improving the north/south pathway along the east boundary of the development. John Berry, McNaughton Development, said they would be improving that pathway and making the connections.

In answer to a question from Trustee Franzese, Mr. Pollock said the density calculations provided to date include the possible park space. In answer to another question from Trustee Franzese, Mr. Berry said it would be up to the Park District to determine the layout and what parking for the park users.

In answer to Trustee Franzese, Mr. Pollock stated that the density is comparable, the Weekly Development was approximately 2.3 and this development is 2.5 units per acre.

In answer to Trustee Franzese, Mr. Berry said the stormwater will be held in two wetland areas that will be a temporary storage as required by the MWRD. They are primarily dry with wetland plantings.

Motion was made by Trustee Snyder and seconded by Trustee Mital to accept the Plan Commission's recommendation and direct staff to prepare an Ordinance granting the amendment to the Lakeside Pointe Planned Unit Development including the 73rd Place pathway connection.

On Roll Call, Vote Was:

AYES: 6 – Trustees Snyder, Mital, Paveza, Mottl, Franzese, Schiappa

NAYS: 0 – None

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President and Board of Trustees, Village of Burr Ridge
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ABSENT: 0 – None
There being six affirmative votes, the motion carried.

OTHER CONSIDERATIONS There were none.

RESIDENT COMMENTS There were none.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS Trustee Mottl asked that the regulations for outside construction be on a future agenda for discussion.

There was a brief discussion about the Open Meeting Act. Trustee Mottl asked that there be a procedure established regarding how to answer emails sent to the trustees as a group.

NON-RESIDENTS COMMENTS There were none.

ADJOURNMENT Motion was made by Trustee Mottl and seconded by Trustee Snyder that the Regular Meeting of October 9, 2017 be adjourned to a Closed Session to discuss Approval of Closed Session Minutes of September 25, 2017 and Discussion Regarding Sale or Lease of Village-Owned Property.

Motion carried by voice vote and the meeting was adjourned to a Closed Session at 7:27 P.M.

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

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

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

SPECIAL MEETING
PRESIDENT AND BOARD OF TRUSTEES.
VILLAGE OF BURR RIDGE. IL
DATE: OCTOBER 16, 2017

CALL TO ORDER The Special Meeting of October 16, 2017 was held in the Community Room of the Police Station, 7700 County Line Road, Burr Ridge, Illinois and called to order at 6:37 p.m. by President Straub

ROLL CALL was taken and the results denoted the following present: Trustee Guy Franzese, Trustee Zach Mottl, Trustee Al Paveza, Trustee Anita Mital, Trustee Joe Snyder, Trustee Tony Schiappa and President Mickey Straub. Also present were Village Administrator Doug Pollock, Police Chief John Madden, Public Works Director Dave Preissig, Village Clerk Karen Thomas, Finance Director Jerry Sapp, Communications Director Janet Kowal, and Assistant to the Administrator Evan Walter.

INTRODUCTIONS

Mayor Straub asked everyone to introduce. Mr. Rob Oberwise of Executive Partners, introduced himself and described the business of Executive Partners. The rest of the elected officials and staff introduced themselves.

REVIEW OF 2016 GOALS AND ACCOMPLISHMENTS

Mr. Pollock reviewed the strategic goals from May, 2016 and the status and accomplishments related to those goals. He said he wanted to emphasize that the goal setting process helps the Board and the staff determine how to spend time and resources and results in real accomplishments such as the scavenger franchise agreement.

SUMMARY OF 2017 COMMUNITY SURVEY

Mr. Pollock did a summary review of the 2017 community survey. He said that the survey had been available on line for only about one month and will remain available for another couple of months. He said so far they only have 347 responses but staff hopes to increase that number significantly.

DISCUSSION REGARDING CURRENT STATE OF THE VILLAGE

Mr. Oberwise conducted a “SWOT” analysis whereby he asked everyone to provide a list of the strengths, weaknesses, opportunities, and threats for the Village. Mr. Oberwise wrote the comments on flip charts and said he would provide a written summary of the comments for each category.

Upon conclusion of the SWOT analysis, Mr. Oberwise asked everyone what they believe makes the Village “special” as per the Village motto, A Very Special Place. Again, Mr. Oberwise wrote those comments a flip chart and said he would provide written summary.

DISCUSSION REGARDING FUTURE STATE OF THE VILLAGE

Mr. Oberwise presented new flip chart pages with 6 categories. The categories included Economics/Finances, Economic Development, Residential, Services, Community, and Governance. He asked that everyone provide suggestions in each category of where the Village should be in five years relative to that category. As comments were made, Mr. Oberwise wrote the comments on the

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flip chart under each category heading. Mr. Oberwise said that these comments would also be provided in the summary report.

Mr. Oberwise concluded that the workshop will reconvene on November 1. He said the week before November 1, he will provide a written summary of tonight's discussion. Mr. Oberwise said the November 1 workshop will focus on turning the SWOT analysis and the visioning exercise into specific goals and priorities.

**CONTINUATION OF MEETING TO NOVEMBER 1, 2017, 6:30 P.M., BURR RIDGE
POLICE STATION, 7700 COUNTY LINE ROAD**

There being no further business, Motion was made by Trustee Schiappa and seconded by Trustee Paveza that the Special Meeting of October 16, 2017 be continued to November 1, 2017 at 6:30 PM at the Police Station, 7700 County Line Road.

On Roll Call, Vote Was:

AYES: 6 – Trustees Schiappa, Paveza, Mital, Franzese, Mottl and Snyder

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the Special Meeting was continued at 9:42 p.m.

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____ 2017.

ORDINANCE NO. A-834-____-17

AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO THE BURR RIDGE ZONING ORDINANCE FOR A PLANNED UNIT DEVELOPMENT CONSISTING OF 44 SINGLE FAMILY HOMES WITH PRIVATE STREETS AND COMMONLY OWNED OPEN SPACE BETWEEN HOMES

(Z-14-2017: 11650 Bridewell Drive - McNaughton/Lakeside Pointe)

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

WHEREAS, said Plan Commission of this Village held a public hearing on the question of granting said special use on October 2, 2017 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

WHEREAS, public notice in the form required by law was provided for said public hearing not more than 30 nor less than 15 days prior to said public hearing by publication in The Doings Weekly, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

WHEREAS, the Village of Burr Ridge Plan Commission has made its report on the request for a special use, including its findings and recommendations, to this President and Board of Trustees, and this President and Board of Trustees has duly considered said report, findings, and recommendations.

NOW THEREFORE, Be It Ordained by the President and Board of

Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

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

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

- A. That the Petitioner for the special use for the property located at 11650 Bridewell Drive, Burr Ridge, Illinois, is McNaughton Development, Inc. (hereinafter "Petitioner"). The Petitioner requests special use approval as per the Burr Ridge Zoning Ordinance for a Planned Unit Development (PUD) consisting of 44 homes with private streets and commonly owned open space between homes and including a variation from Section VI.H.4.b(6) of the Zoning Ordinance to permit a Planned Unit Development on 19.76 acres rather than the required minimum of 20 acres.
- B. That the property is bounded by single-family residences to the east, offices to the south, a hotel to the west, and I-55 to the north. An R-5 PUD is an appropriate transition between these various land use types.
- C. That the proposed single family residential subdivision is consistent with the standards for cluster single family homes as described by the R-5 Planned Residence District standards.

Section 3: That special use approval as per the Burr Ridge Zoning Ordinance for a Planned Unit Development consisting of 44 homes with private streets and commonly owned open space between

homes *is hereby granted* for the property commonly known as 11650 Bridewell Drive with the Permanent Real Estate Index Number of 18-30-300-025.

Section 4: That the approval of the Planned Unit Development shall be subject to the following conditions:

- A. All terms and conditions of Ordinance A-834-20-16 as it applies to the subject property shall be null and void.
- B. This Ordinance is limited to preliminary PUD approval including approval of the preliminary site plan attached hereto as Exhibit A and approval of the preliminary building elevations attached hereto as Exhibit B.
- C. Final engineering plans, landscaping plans, and building elevations shall be submitted for review by the Plan Commission and approval by the Board of Trustees. The final plan review process shall not require legal notices that would otherwise be required for a PUD or special use approval.
- D. In addition to the sidewalk on Bridewell Drive and the pathway around the lake shown on the submitted plan, the petitioner shall provide sidewalks as follows;
 - a. A five foot wide sidewalk with a five foot wide parkway shall be provided on both sides of the entryway drive from Bridewell Drive.
 - b. A five foot wide sidewalk with a five foot wide parkway shall be provided inside the looped street and for the full length of the street. The homes on the inside of the looped street shall have a minimum setback from the sidewalk of 20 feet and homes on the outside of the looped street shall have a minimum setback of 20 feet from the street curb.
 - c. All sidewalks and pathways, including replacement of the asphalt pathway adjacent to the lake, shall be concrete and a minimum of 5 feet wide as required by the Subdivision Ordinance.
 - d. The extension of the pathway around the east side of the lake shall include a bridge over the spillway as determined necessary by the Village Engineer. The bridge may be permitted as a separate project from the remainder of the subdivision improvements provided a separate letter of credit or cash security is provided prior to release of the subdivision letter of credit.

- E. There shall be no stucco or synthetic stucco material used for the exterior façade of the homes.
- F. The side walls of those homes located at corners or with side walls exposed to the street shall be provided with first-floor masonry and enhanced foundation landscaping on the exposed side of the home.
- G. Entryway features shall be provided in a manner consistent with the attached Exhibit C.

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

PASSED this 23rd day of October, 2017, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on this 23rd day of October, 2017.

Village President

ATTEST:

Village Clerk

LAKESIDE POINTE

BURR RIDGE, ILLINOIS



EXHIBIT 4

Prepared For:
McNaughton
Development Inc.



















REAL ESTATE SALES CONTRACT
(11680 German Church Road, Burr Ridge, Illinois)

THIS CONTRACT is made and entered into as of this ____ day of _____, 2017, by and between the Village of Burr Ridge, an Illinois municipal corporation (the "**Village**") and Dr. Ghassan Abboud (the "**Purchaser**"). The Purchaser and the Village are sometimes hereinafter individually referred to as a "**Party**," and jointly referred to as the "**Parties**."

GA
or nominee

RECITALS

Subject to the further terms and conditions of this Contract, the Village desires to sell to the Purchaser, and the Purchaser desires to purchase from the Village, the following real property, approximately 8.494 acres (370,000 square feet) in size, "as-is, where-is" and legally described and attached hereto as **Exhibit A**, and hereby made a part hereof:

P.I.N (s): 18-31-103-023-0000

With a current, common street address of: 11680 German Church Road, Burr Ridge, Illinois, 60527;

(the "**Subject Property**").

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purchase Price:** Purchaser shall pay to the Village a purchase price of \$One Million, 900 Thousand and No/100 Dollars (\$1,900,000) for the Subject Property. The purchase price shall be paid by wire transfer, cashier's check or certified check at the Closing. Within seven (7) days of the execution of this Contract, Purchaser shall deposit with the Village as earnest money on the purchase, an amount equal to five percent (5%) of the purchase price, said deposit to be either by wire transfer, cashier's check or certified check.
2. **Deed:** The conveyance of the Subject Property by the Village to the Purchaser shall be in "AS-IS, WHERE-IS" condition, including all known and unknown environmental conditions (including but not limited to soil and groundwater) and shall be by special/limited warranty deed, in recordable form. The Village shall deliver to Purchaser at closing, a deed to the Real Estate in substantial conformance with the statutory form of deed, consistent with Village's statutory authority, transferring the Village's complete interest in the Subject Property to the Purchaser.
3. **Date and Place of Closing:** The Closing shall take place within twenty (20) days of the expiration of the inspection period provided to Purchaser below at paragraph 7, at a convenient office of Chicago Title Insurance Company, or at a location as otherwise mutually agreed by the Parties.
4. **Title Insurance:** The Village shall deliver, or cause to be delivered, to Purchaser a commitment for an ALTA Form B Owner's Policy of Title Insurance issued by the Title Company and dated not more than 60 days prior to the anticipated date of closing. The commitment shall commit to the issuance of a policy insuring ownership in Purchaser, or its nominee, as of the date of the recording of the Deed, and with extended coverage over the general exceptions contained in the policy and subject to permitted exceptions. The policy shall be in the amount of the purchase price of the Subject Property

or such other reasonable amount as the Parties may jointly agree to establish as the value of the Subject Property. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. The Village agrees to furnish Purchaser an affidavit of title in customary form for title insurance purposes covering the date of closing and showing title in the Village subject only the exceptions now shown/stated in the Title Commitment.

5. **Survey.** The Village shall deliver, or cause to be delivered, to Purchaser and Title Company, an ALTA survey of the Subject Property that the Village is to convey to Purchaser. Such survey shall be dated not more than 60 days prior to the closing date on this property sale and show no encroachments or improvements onto or over the boundaries of the Subject Property and no easements or potential claims for easement or adverse possession not shown by the public records and otherwise be in a form that is reasonably acceptable to the Purchaser. The ~~Purchaser~~ shall bear all costs and charges related to such survey, or necessary update of this ALTA survey. Village
6. **Title and Survey Defects:** Within ten (10) days of its receipt of any updated or later dated Title Commitment, the Purchaser shall notify the Village, in writing, of any exceptions therein listed that are not among the permitted exceptions and that Purchaser will not accept or about unpermitted survey defects. Thereafter, the Village shall have thirty (30) days from the date of its receipt of such notice to have such unpermitted exceptions waived or insured over by the Title Company, or survey defects cured or insured over and in the event the Village does not cause such title or survey defects to be cured or insured over, or is unable to deliver to Purchaser at the closing the title policy in the form required herein, then Purchaser may either close and take title to the Subject Property subject to the unpermitted exceptions, or, if the Purchaser elects not to do so, on notice by either Party to the other, this Agreement shall be canceled, and neither Party shall have any liability to the other under this Agreement. Purchaser is accepting title to the Subject Property in an "as-is, where-is" condition, subject to no environmental warranties of any kind whatsoever, the Purchaser having been provided herein below with a due diligence period pursuant to this Contract in which to undertake any and all environment investigations. If Purchaser does not object to any title or survey exceptions or defects prior to the applicable timelines, then Purchaser will have waived its right to object thereto and all such matters shall thereafter be deemed permitted exceptions to title. Unless otherwise mutually agreed by the Parties, any and all title costs and charges, whether extended or enhanced title coverage or insurance, relative to any aspect or condition of the Subject Property, or coverage of the Purchaser or the Village, shall be at Purchaser's sole cost.
7. **Inspection of Property.** It shall be Purchaser's sole responsibility to conduct any and all necessary assessments of the Subject Property to satisfy itself as to the suitability of the Subject Property for its intended purpose. Such responsibility to inspect shall extend to all matters, including, but not limited to, street access, availability of utility services, any and all environmental conditions, and any and all zoning or building code issues related to the use of the Subject Property.

A. Village agrees that Purchaser and its contractors, subcontractors and their respective employees (collectively, "Purchaser's Representatives") shall have the right to enter upon the Subject Property prior to Closing and expiring not more than forty-five (45) days following the entry into this Contract (the "Inspection Period") to (i) inspect the Real Estate, including conducting a Phase I environmental site assessment; and (ii) conduct reasonable tests thereon, and to make such other examinations with respect thereto as Purchaser, or its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary; provided, however, Purchaser shall not conduct any subsurface or environmental investigations of the Subject Property (excepting only a non-invasive Phase I environmental assessment) without the Village's prior written consent, which consent shall not be unreasonably withheld. Any tests, examinations or inspections of the Subject

Property by Purchaser and all costs and expenses in connection with such testing, examination and inspection of the Subject Property shall be at the sole cost of Purchaser, and shall be performed in a manner not to unreasonably interfere with Village's ownership of the Subject Property or increase Village's liability with respect to the Village's ownership of the Subject Property. Purchaser may engage only qualified, independent contractors, subcontractors or consultants to assist with any environmental investigation of the Subject Property (Phase I and/or Phase II); however, no contractual, legal or other relationship will be created between the Village and any such contractor, subcontractor or consultant as a result. The inspection shall not create any obligation on the part of Village to pay or to see that the payment of any sum is made to any such contractor, subcontractor or consultant. In the event Purchaser elects to perform any environmental study (such as a Phase I or Phase II environmental study) with respect to the Subject Property, the Purchaser agrees that:

- (i) Purchaser shall provide the Village with a copy of the proposed scope of work in connection with any such work and any and all modifications thereof, which scope of work shall be subject to the reasonable approval of the Village;
- (ii) Purchaser shall provide the Village with a verbal report of the consultant's site visit and a copy of the test data as soon as it is available;
- (iii) Purchaser shall provide the Village with copies of the report in draft form in order to review it and provide comments before such report is finalized;
- (iv) Purchaser shall provide the Village with a copy of the final reports (Phase I and/or Phase II);
- (v) Purchaser agrees that any reporting or disclosure obligation shall be performed by the Village; and
- (vi) Purchaser shall notify Village at least three (3) business days prior to such tests, specifying a time and date when such tests will be performed so that the Village's designee(s) may, at its option, be available during the taking of such tests and, at the Village's option and expense, the Village may take split samples of any test borings. Any tests, examinations or inspections of the Subject Property by Purchaser and all costs and expenses in connection with such inspection of the Subject Property (or any part thereof) shall be at the sole cost of Purchaser and shall be performed in a manner not to interfere with the Village's use of the Subject Property or and shall not violate any law or regulation of any governmental authority.

To the extent Purchaser's inspections or tests disclose the presence of any existing contamination on the Subject Property in violation of applicable law, then upon becoming aware of any hazardous substance, Purchaser shall immediately cease any further testing and shall notify the Village of the existence of such hazardous substance and provide such reasonable information as the Village may request in connection therewith. The Village shall have the option, upon receiving any environmental reports performed by the Purchaser to terminate its obligations to sell the Subject Property by written notice to the Purchaser whereupon the Village shall be entitled to return Purchaser's earnest money and Purchaser shall deliver to Village copies of all documents provided by Village to it with respect to the Real Estate. Thereafter, neither party shall have any further obligation hereunder, except any indemnification liability Purchaser may have under this Paragraph 7, or, at the Village's election, the Village shall decide to remediate or take such corrective action with respect to the Subject Property as is required by applicable law.

B. The Village agrees that within seven (7) days after receipt of any written request from a Purchaser, Village will provide a copy of any building plans, drawings, inspection reports, property assessments, surveys, environmental information and reports in its possession (collectively, "Village Information").

C. Purchaser hereby agrees to indemnify, defend and save the Village, its officers, trustees, employees and agents, harmless from and against any and all costs, liens losses, claims, liabilities or expenses relating to personal injury or property damage, including reasonable attorneys' fees and costs, arising out of or related to Purchaser's or Purchaser's Representatives' entry upon or activities at the Subject Property. This indemnity shall survive the closing date.

D. Purchaser and Purchaser's Representatives shall maintain in full force and effect statutory worker's compensation insurance coverage and commercial general liability insurance (which includes, but is not limited to, contractual liability coverage) covering claims for bodily injury and property damage occurring on, in or about the Subject Property, with limits of at least \$2,000,000 combined single limit per occurrence. Prior to entry upon the Subject Property, Purchaser shall provide the Village with certificates evidencing such coverage and naming the Village as an additional insured party for liability insurance, including a waiver of subrogation. All policies required herein shall be purchased from insurers licensed in the State of Illinois and shall be rated in the most recent Best's Insurance Reports as having a minimum policyholder's rating of "A-" and a financial category no lower than "VI" (\$25 million to \$50 million of adjusted policyholder's surplus).

E. All activities undertaken by Purchaser or Purchaser's Representatives on the Subject Property during the Inspection Period shall fully comply with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities, including laws relating to worker safety and to proper disposal of any samples taken from the Subject Property. Purchaser shall be solely responsible for the off-site disposal of any samples taken or waste associated therewith.

F. Purchaser and Purchaser's Representatives hereby understand and agree that they shall enter upon the Subject Property at their own risk. The Village shall have no duty to inspect the Subject Property and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on the Subject Property or that might be incurred in the exercise of the rights granted herein.

G. If, after completing such inspection, Purchaser is not satisfied with the Subject Property due to a condition or problem uncovered by the inspection, which creates a limitation on the applicable uses of the Subject Property based on current or anticipated zoning under the Village Zoning Ordinance, or creates additional costs to a Purchaser based on compliance requirements, environmental clean-up or other environmental requirements, then Purchaser may terminate this sale by giving written notice to Village within 5 days after expiration of the Inspection Period whereupon Purchaser shall be entitled to the return of the earnest money, and Purchaser shall deliver to the Village copies of all documents provided by the Village to it with respect to the Subject Property. Thereafter, neither party shall have any further obligation hereunder except any indemnification liability Purchaser may have under this Paragraph 7. If Purchaser does not purchase the Subject Property for any reason, Purchaser, at its expense, shall restore the Subject Property to substantially the same condition as existed immediately prior to any changes made by Purchaser and shall provide the Village with a copy of any environmental inspection reports it received in connection with the Subject Property prepared by independent third parties on behalf of Purchaser.

H. Upon the closing of this transaction, Purchaser shall be deemed to represent that it has inspected the Subject Property and knows the condition thereof and that it is accepting the same in its present "As Is-Where Is" condition with all defects and faults, known or unknown. Purchaser further acknowledges that neither the Village nor any agent, employee or representative of the Village or any other person purporting to represent the Village has made, and Purchaser has not been induced

by nor relied upon, any statement, warranty or representation, whether express or implied, as to the environmental and physical condition of the Subject Property or the adequacy of any environmental assessment reports that the Village may have provided to Purchaser with respect to the Subject Property. The Village makes no representation as to the fitness of the Subject Property for any particular purposes. Purchaser acknowledges that in making its decision to purchase the Subject Property it has relied on its own investigation of the physical and environmental condition of the Subject Property.

Without limiting the generality of the foregoing, Purchaser hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Purchaser may now or hereafter have against the Village, and its affiliates, and subsidiaries and their respective Board members, officers, attorneys, employees, and agents of the Village, whether known or unknown ("Claims") with respect to (i) any past, present or future presence or existence of Hazardous Materials on, under or about the Subject Property, or with respect to (ii) any past, present or future violation of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage, release or disposal of Hazardous Materials, including, without limitation, (a) any and all rights Purchaser may now or hereafter have to seek contribution from the Village under Section 113(f)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendment and Reauthorization Act of 1986 (42 U.S.C.A. Section 9613) (or any similar state or local law), as the same may be further amended or replaced by any similar law, rule or regulation, (b) any and all Claims, whether known or unknown, now or hereafter existing, with respect to the Subject Property under Section 107 of CERCLA (42 U.S.C.A. Section 9607)(or any similar state or local law), as the same may be further amended or replaced by any similar law, rule or regulation and (c) any and all claims, whether known or unknown, based on nuisance, trespass or any other common law or statutory provisions. As used herein, the term "Hazardous Materials" includes, without limitation, any hazardous or toxic materials, substances or wastes: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action policy or common law, or (ii) which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, CERCLA and/or the Resource Conservation and Recovery Act" (42 U.S.C. section 6901 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Illinois, or any political subdivision or unit of local government thereof; or (iv) the presence of which on the Subject Property causes or threatens to cause a nuisance upon the Subject Property to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Subject Property; or (v) without limitation which contains gasoline, PCBs, asbestos, diesel fuel or other petroleum hydrocarbons.

Purchaser shall indemnify, defend and hold the Village, its officers, trustees, employees and agents, harmless from and against, all losses, costs, actions fines, claims, fees, disbursements, liabilities, damages and expenses (including, but not limited to reasonable attorney fees and costs incurred in the investigation, defense and settlement of claims) that Purchaser may suffer or incur as a result of or in connection in any way with: (a) the violation of any environmental laws as relates to the Subject Property (no matter when or by whom such violation was caused); (b) any site investigation, report and/or remediation measures taken, prepared or required in respect of the Subject Property, or any other property, as a result of any Hazardous Materials or alleged Hazardous Materials on the Subject Property, or which emanated from the Subject Property (no matter when or by whom caused); or (c) a claim of any description whatsoever made by a third party which arises directly or indirectly as a

result of any Hazardous Materials or alleged Hazardous Materials on the Subject Property, or which emanated from the Subject Property (no matter when or by whom caused).

The waivers, releases and indemnification by Purchaser herein contained shall survive the closing date indefinitely and the recordation of the Deed indefinitely.

8. **Rezoning/Condemnation.** Following the execution of this Contract, Purchaser shall have the right to terminate this sale in the event that any governmental entity commences a condemnation action involving the Subject Property or initiates any rezoning of the Subject Property, prior to closing. The Village currently has no knowledge of any such action by any governmental entity.
9. **Government Notices.** The Village hereby states that it has not received, nor is it aware of any notices from any other governmental entities regarding any defects on the Subject Property or requirements for any work to be completed.
10. **Representations and Warranties:** The Village makes the following representations to the Purchaser:
 - a. There are no leases or licenses or other possessory rights existing in any person or entity with respect to the Subject Property, and the Village shall not, from the date of this Contract until the Closing Date, enter into any such agreements.
 - b. The Village has full authority and power to enter into this Contract and to convey title to the Subject Property and has full authority and power to perform the Village's obligations under this Contract.

The Purchaser warrants and represents to the Village that the Purchaser has full authority and power to enter into this Contract and perform the Purchaser's obligations under this Contract.

11. **No Broker:** The Parties, each to the other, hereby represent and warrant that there has been no involvement of any real estate broker in connection with the purchase and sale of the Subject Property, by the Purchaser from the Village, to whom either Party has agreed to pay a commission. Based on the foregoing representation, each Party hereby agrees to indemnify and hold the other Party harmless from any loss or expense, including, but not limited to, reasonable attorney's fees, arising from the alleged liability of the other Party for brokerage commission or finder's fees claimed from persons with whom either Party has dealt.
12. **Closing:** The Village shall prepare and execute, at its expense, and shall deliver to the Purchaser at Closing the aforementioned deed, and applicable State and County transfer tax declarations, ALTA Statement(s), closing statement, affidavit of title, and other documents customarily provided by Villages of residential real property, (other than the Title Commitment, and Survey, both already provided by the Village, with the cost of any updates to be borne by Purchaser); however, no bill of sale shall be prepared, as the Purchaser is not purchasing any personal property located on the Subject Property. The Purchaser shall execute the transfer tax declarations, closing statement and all other documents customarily executed by purchasers of residential real property. The Village hereby represents that the Subject Property is currently tax exempt, but agrees to the customary proration of any taxes at closing, and as to any operating expenses that may exist. The Village and the Purchaser agree to execute all customary closing documents requested by the Title Company. The Purchaser shall pay the cost of State and County transfer tax stamps, if any, and any additional costs related to the owner's title policy, or any enhancements or added insurance or coverages sought or requested by Purchaser, to the policy. The Purchaser shall pay the cost of recording the deed.

13. **Time is of the Essence.** Time shall be of the essence as to all matters provided for in these terms and conditions.
14. **Notices.** All notices or documents required to be provide pursuant to these terms and conditions shall be given or made by personal service upon the Purchaser or the Village, or upon sending the same by registered or certified mail, postage prepaid, return receipt requested, to Purchaser at the address to be provided at the time that the earnest money is paid to Village, and to the Village addressed to the Village Administrator, Village of Burr Ridge, 7660 S. County Line Road, Burr Ridge, Il. 60527, or to such other address of which the Purchaser and the Village may give notice in the manner provided herein.
15. **No Warranty or Representations.** All information about the Subject Property included in this Contract or otherwise provided by the Village is believed to be reliable, but is not guaranteed and no express or implied representations or warranties are made with regard to the Subject Property, its environmental condition, zoning, suitability for Purchaser's intended use or matters relating thereto. All warranties with respect to the Subject Property are hereby disclaimed (except as provided in paragraph 9 hereof). Prospective buyers are urged to examine the Subject Property, the survey and the commitment for title insurance.
16. **Binding Nature of Terms.** These terms and conditions shall be binding upon Village, the Purchaser and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Contract as of this day and year first above written.

VILLAGE OF BURR RIDGE

PURCHASER

By: _____
Mayor

By:  _____
Its President/Authorized Representative

ATTEST:

Village Clerk



BURR RIDGE BUILDING ORDINANCE

8B

ARTICLE II ADMINISTRATION AND SUPERVISION

201. **Building Commissioner** There is hereby created and established the Office of Building Commissioner. The official shall be appointed by the President by and with the advice and consent of the Board of Trustees in the same manner and for the same term as other Village Officials are appointed. The official shall receive such compensation as the President and Board of Trustees shall from time to time approve. The official may be removed from office at any time either (a) by the President with the consent of the Board of Trustees, or (b) by the affirmative vote of two-thirds of the Board of Trustees in favor of such removal.
202. **Duties of Building Commissioner** The duties of the Building Commissioner shall be (a) to have general charge and supervision of the erection, construction, alteration, repair, removal, and inspection of all buildings, walls, structures, or portions thereof, and accessories thereto within the Village and to enforce all ordinances relating thereto. (b) The Building Commissioner shall examine and approve/disapprove all plans for building permit purposes. The official shall have charge of building inspections on all buildings, structures, or portions thereof in connection with work that has been authorized by a permit. (c) The Building Commissioner shall perform such further duties, as the Building Ordinance requires.
203. **Deputy Building Commissioners** The Building Commissioner may appoint one or more Deputy Building Commissioners with the consent and approval of the President. They shall hold office for such periods as may be designated in their appointment but not to exceed the term of the Building Commissioner. They shall receive such compensation as may be approved by the President by and with the consent of the Board of Trustees. They shall assist the Building Commissioner in the performance of the official's duties.
204. **Short Title for Building Commissioner and Deputy Building Commissioners** The title or phrase "Building Officers" when used in the Building Ordinances shall mean and include the Building Commissioner and the Deputy Building Commissioners as fully and effectively as if each and all of said officers were specifically designated and named in lieu of the title or phrase.
205. **Building Officers May Enter Premises** Building Officers are hereby empowered to lawfully enter upon any premises or into any building or structure or portion thereof (upon showing their badge of office or other identification) when necessary to do so in the performance of any duty imposed upon them by the Building Ordinance. It is hereby made unlawful for any person or persons to hinder or prevent or to attempt to hinder or prevent Building Officers from so doing.

Any person or persons hindering or attempting to hinder, resisting or attempting to resist any Building Officer in the performance of duty shall be charged with resisting



an Officer. The person or persons convicted of such offense shall be subject to the general penalty provided for violations of the Building Ordinance.

206. **Personal Liability of Building Officers** In all cases where any action is taken by the Building Officers, or any other officers of the said Village, to enforce the provisions of any of the sections in the Building Ordinance, or to enforce the Provisions of any of the laws of said Village (whether such action is taken in pursuance of the express provisions of such sections or laws, or in a case where discretionary power is given by the Building Ordinance, or said laws), such acts shall be done in the name of, and on behalf of, the said Village of Burr Ridge and the said officers, in so acting for said Village, do not thereby render themselves liable personally, and they are hereby relieved from all personal liability, for any damage that may accrue to persons or property as a result of such act committed or permitted (in good faith) in the discharge of their duty, and any suit brought against the said officers by reason thereof shall be defended by the Law Department of the said Village until final termination of the proceedings therein.

219. **Public Improvement Required Prior to Permit** All building permits shall carry with them the condition that no occupancy of the building subject to the permit will be permitted until such time as all land improvements required under the Subdivision Ordinance of this Village, as amended have been substantially completed as required by said Subdivision Ordinance.

If the property for which a permit is being sought is not subject to the Subdivision Ordinance of this Village, the building permit shall carry with it a condition that no occupancy of the building subject to the permit will be permitted until such time as the water main, public sewer and any other required land improvement, has been completed as required by the Ordinances of the Village and as approved by the Village Engineer.

All building permits issued prior to completion of said land improvements shall include a statement signed by the owners of the property involved or an authorized representative of the owner as follows:

"As owners of the property described in the building permit, the undersigned hereby acknowledge and accept the condition that no occupancy of the building to be constructed thereon will be permitted, no Certificate of Occupancy issued, until such time as all land improvements required under the Subdivision Ordinance of this Village, as amended, and/or any other Ordinances of the Village of Burr Ridge have been installed, except street and alley improvements as therein required may be in the process of installation, provided that roadway pavement base course has been installed and is suitable for vehicular traffic."



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220. **Building Permit Required** It is hereby declared unlawful for any person, firm or corporation to commence or to perform or engage in any work in connection with the construction, erection, enlargement, remodeling, altering, repairing, raising, lowering, underpinning, change of use, moving or wrecking of any building, structure, or portion thereof without having first made application to and secured the necessary permit therefore. Any person, firm or corporation so doing shall be subject to the general penalty for violation of the Building Ordinance. The building permit shall carry with it the right to install any crane, derrick, material elevator, heating or lighting apparatus, inside the lot line which may be required for temporary use during the progress of the work.

There is miscellaneous type work such as concrete patios, landscaping without grade changes and repairs (see Section 221) which will not require a building permit. The Building Commissioner shall inspect any such projects and make the final decision as to the applicability of this section. It is the obligation of the property owner or their agent to consult with the Building Commissioner to determine the application of this section.

221. **Permit Waived for Ordinary Repairs** A permit will not be demanded for ordinary repair work incidental to the upkeep of a building or structure, provided there is not contemplated or involved any change in the classification or any increase in the fire hazard thereof. The Building Commissioner shall make the final determination as to the meaning of "ordinary repair work." Nothing in this section contained shall be interpreted or construed to allow any work included in the permit exemptions thereof to be done in any manner contrary to the requirements of the Building Ordinance and other laws or ordinances. Violations of said Ordinance in any work not required to be done under a permit shall be subject to the general penalty of said Ordinance the same as if a permit has been required.

222. **Duration of Building Permits**

222.1 Any building permit approved pursuant to this Ordinance under which the building permit fee has not been paid in full within three (3) months from the date of approval, shall expire automatically by date of approval of the Building Commissioner; and the fees paid therefore, if any, shall be forfeited to the Village.

222.2 Any building permit issued pursuant to this ordinance under which no substantial progress shall have been made within six (6) months from the date of issuance thereof shall expire automatically by limitation and may not be extended or renewed without the written approval of the Building Commissioner; and unless such permit is surrendered to the Village Clerk within two (2) months after its expiration for such cause the fees paid therefore shall be forfeited to the Village. However, under any circumstances the Plan Exam fee will not be returned.



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- 222.3 Any building permit issued hereunder shall expire automatically upon cessation of work for more than two months. A cessation of work shall be deemed to have occurred in any case where for any such period no substantial progress has been made in the work for which a permit has been issued and all fees paid shall be forfeited to the Village.
- 222.4 A building project shall be considered abandoned if no significant progress has been made for a period of six (6) months or more. A building, structure, or part thereof so abandoned shall be declared a public nuisance by the Building Commissioner and the Board of Trustees and shall be dealt with accordingly.
- 222.5 Substantial progress for purposes of this ordinance shall be defined as the amount of work a journey tradesperson can perform in one week.
- 222.6 A building permit for a single-family residence, single-family residential room addition, or a building or structure accessory to a single-family residence shall expire automatically if all exterior work is not completed within one year from the date of the first scheduled footing inspection as per Section 269.2 herein or within one year from the issuance of a permit if there is no footing inspection. A stop-work order shall be issued for all interior work if the exterior work is not completed within one year from the date of the first scheduled footing inspection as per Section 269.2 herein or within one year from the issuance of a permit if there is no footing inspection. Completion of exterior work shall include, but not be limited to the following:
- 222.6.1 Completion of tThe exterior façade, including but not limited to doors, windows, and siding, the roof of the building, paving of driveway(s), final grading, and required landscaping;
- 222.6.2 Removal from the exterior of the property of all construction fencing and unneeded appurtenances including building materials, construction trailers and equipment, and construction fencing. Dumpsters and portable sanitation facilities may remain on the site as may be needed but shall be moved to a hardsurfaced area or inside a garage whenever possible.
(Added by Ord. A-860-1-02)
- 222.7 A building permit that has or will expire as per Section 222.6 above, may be extended as follows:



- 222.7.1 Completion of landscaping and driveways may be extended without further action when the deadline for completion falls between October 16 and March 31 as per Section 272.8 herein.
- 222.7.2 The Building Commissioner may grant ~~up to four, 90-day~~ extensions upon written request by the permit applicant and payment of an extension fee as per Section 222.7.3 below.
- 222.7.3 For each extension granted as per Section 222.7.2 above, an extension fee shall be paid as follows:

	Work Remaining	Fee*
First 90-day Extension	<i>Site Improvements**, Only</i>	25%
First 90-day Extension	<i>Building w/or w/o Site Improvements</i>	50%
Second 90-day Extension	<i>Site Improvements**, Only</i>	25%
Second 90-day Extension	<i>Building w/or w/o Site Improvements</i>	50%
Third 90-day Extension	<i>Site Improvements or Building</i>	50%
Fourth 90-day Extension	<i>Site Improvements or Building</i>	50%
<u>Each Additional 90-day Extension</u>	<u>Site Improvements or Building</u>	<u>100%</u>
* Percent of <u>Original</u> Building Permit Fee		
** Site Improvements include walks, drives, grading, ground cover, and removal of silt fencing, dumpsters, and other outside construction appurtenances		

(Amended by Ord. A-860-04-03)

~~223. **Extension of Building Permits** Upon payment of 10% of the original building permit fee, building permits for buildings or structures upon which work has been commenced may be once extended for a period not exceeding six (6) months. Provided said extension is requested within six (6) months after expiration and that the work complies with the building codes in effect at the time of the extension. Permits for which work has not begun also may be extended once for up to six (6) months upon payment of 10% of the original building permit fee and subject to compliance with building codes in effect at the time of such extension.~~



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224. **Issuance of Permits** Permits authorized to be issued and required to be obtained under the Building Ordinance shall be issued by the Building Commissioner when the application therefore and the plans submitted therewith shall have been approved by the Building Commissioner and all fees have been paid.
225. **Application for Permits** When any person, firm, or corporation shall be desirous of constructing, erecting, enlarging, remodeling, altering, repairing, raising, lowering, underpinning, moving, changing the use as defined by the building code, or wrecking any building structure, or portion thereof, the Village shall make a written application therefore upon the blank forms furnished for such purpose. This application shall be filed with the Building Commissioner and shall set forth the following:
- 225.1 The name, telephone number, fax number, and address of the applicant.
 - 225.2 The name, telephone number, fax number, and address of the architect, structural engineer, or other licensed design professional permitted by the laws of the State to make plans who has prepared the plans and specifications accompanying the application.
 - 225.3 The name, telephone number, fax number, and address of the owner of the real estate upon which the proposed work is to be performed.
 - 225.4 The name, telephone number, fax number, and addresses of the general contractor.
 - 225.5 The location of the proposed work, that is, the street address assigned by the Village, the subdivision, lot number, and township of the subject property.
 - 225.6 The type of work the applicant is seeking permission for.
 - 225.7 The permanent index number of the real estate upon which the proposed work is to be performed.
 - 225.8 The application shall be accompanied by duplicate plans, specifications, and plats as specified in Section 240, drawn to scale, of the lot or lots composing the site, showing the exact location of the proposed building and any buildings and also septic systems and wells already located on the lot or lots involved. The application shall also be accompanied by plans and specifications signed and sealed in the manner hereinafter required by Section 242 of this Ordinance, and by an exact legal description of the property involved.
 - 225.9 An agreement signed by the owner, his duly authorized agent, architect, or structural engineer that he will, if granted the permit applied for, construct the



work in accordance with the description set forth in the applications and plans and specifications accompanying such applications; and that the general and detailed work connected with such construction, erection, enlargement, remodeling, altering, repairing, raising, lowering, underpinning, moving, changing of use as defined by the building code, or wrecking or any such building structure or portion thereof, as the case may be, shall be done in strict compliance with the ordinance of the Village and the provisions of the permit.

- 225.10 The purpose of this regulation is to protect existing property, to enhance the general appearance of the community, to protect the individual from making construction errors, and to aid in general drainage of all properties in the area.
- 225.10.1 Grade Line. The grade line noted on the architectural elevation drawings shall be a line where the ground line intersects the foundation.
- 225.10.2 Approval by Village Engineer. The grade line is at a point, which is established by the Village Engineer in accordance with the approved master grading plan.
- 225.11 Whenever an application for a permit is made to the Building Commissioner for property served by the Hinsdale Sanitary District, such application shall be accompanied by a receipt issued by the Hinsdale Sanitary District showing that all payments required by the Hinsdale Sanitary District for connection of said property to the sanitary sewers of the Hinsdale Sanitary District have been paid in full.
- 225.12 Whenever an application is made to the Village Clerk for property in the Du Page portion of the Village, such application shall be accompanied by proof of compliance with the applicable provisions set forth in Chapter 8 of the Burr Ridge Municipal Code.
226. **Landscaping Plans** For any building to be constructed in a Business District, Transitional District, Office District, or Manufacturing District, the application for permit shall be accompanied by duplicate sets of detailed landscaping plans to indicate conformance with the requirements of any approved site plan and the requirements of the Burr Ridge Zoning Ordinance, as amended, pertaining to the landscaping of all required yards or other required open spaces and to buffer landscaping. Landscaping plans shall indicate location, number, size, and species of all proposed landscaping materials. The Village Forester must approve landscaping plans.



Once installed, approved landscaping shall be maintained in such manner as to retain at a minimum the intended standards of the initial landscaping plan and to conform to the landscaping requirements of the Village.

240. **Plans and Specifications to be Filed in Duplicate** The number of drawings to be submitted for residential shall be four (4) sets, maximum size of 24" x 36". The number of drawings to be submitted for industrial, commercial, and multi-family shall be five (5) sets, maximum size of 30" x 48". Each set of drawings shall consist of a site plan showing dimensions to all property lines, foundation and footing plan, basement or cellar plan, the plans of all floors and roofs, transverse and longitudinal sections necessary to show all details to verify building, zoning, and floor area ratio requirements, elevations, and the necessary framing plans to show the complete framing of the building or structure. Such other plans shall be filed as may be required in the opinion of the Building Commissioner to illustrate the features of construction and equipment of the building structure referred to.
241. **Plans and Specifications – Essential Requirements** All plans and drawings shall be drawn to a legible scale. All distances and dimensions shall be accurately figured and drawings made explicit and complete showing the front and side lot lines and the entire sewage and drain pipes and the location of all plumbing fixtures within such building. The dimensions of the structural members shall be given on the drawings whether shown in the specifications or not. The specifications shall describe all the materials to be used in the proposed building. The Building Commissioner shall approve each set of plans presented before a permit will be granted.
242. **Architect, Structural Engineer, or Licensed Design Professional Must Certify that Plans and Specifications Comply with the Building Ordinance By Signing and Sealing** It shall be unlawful for any architect, structural engineer, or any other licensed design professional to prepare or submit to the Building Commissioner for his approval any final plans for any building or structure which do not comply with all of the provisions of this Building Ordinance and all other applicable laws and ordinances specifically including but not limited to the Burr Ridge Zoning Ordinance. Any plans submitted under this Ordinance shall bear the signature and seal of the architect, structural engineer, or other licensed design professional who prepared the plans and specifications. A seal will not be required where the Building Commissioner determines the work to be non-structural or minor in nature.

Every licensed architect or structural engineer shall have a reproducible seal, or facsimile, the print of which shall contain the name of the architect or structural engineer, the license number, and the words "Licensed Architect," or "Structural Engineer," "State of Illinois." The licensed architect or structural engineer shall affix the signature, current date, date of license expiration, and seal to the first sheet of any bound set or loose sheets of technical submissions utilized as contract documents between the parties to the contract or prepared for the review and approval of any



governmental or public authority having jurisdiction by that licensed architect or structural engineer or under that licensed architect's or structural engineer's responsible control. The sheet of technical submissions in which the seal is affixed shall indicate those documents or parts thereof for which the seal shall apply. The seal and dates may be electronically affixed. The signature must be in the original handwriting of the licensee. Signatures generated by computer shall not be permitted. All technical submissions issued by any corporation, partnership, professional service corporation, or professional design firm as registered under this Act shall contain the corporate or assumed business name and design firm registration number, in addition to any other seal requirements as set forth by the Illinois Department of Professional Regulation.

Anyone falsely making any such certification shall be subject to the penalty provided in Section 501 (Article V) of this Ordinance and to such further penalties as may be provided or allowed by law.

243. **Alterations Upon Stamped Plans Not Permitted** It shall be unlawful to erase, alter, or modify any lines, figures, or coloring contained upon such drawings so stamped by the Building Commissioner or filed with him for reference. If, during the progress of the work authorized, it is desired to deviate in any manner affecting the construction or other essentials of the building from the terms of the application or drawings, notice of such intention to later on deviate shall be given to the Building Commissioner, and written consent of the Building Commissioner shall first be obtained before such alteration or deviation may be made.
244. **Permit, Plans, and Specifications Must be Kept on the Job** The permit issued for any work to which the Building Ordinance is applicable, together with a set of the approved plans and specifications, if any, must be kept on the job while the work is in progress, and must be shown for inspection on request of any Building Officers. Inability or refusal to comply with the provisions of this section shall constitute sufficient cause for stopping either all or such portion of the work as may be involved in the violation.
245. **Plans and Specifications to Remain on File** One or more copies, as may be required by the Building Commissioner, of the plans and specifications as finally stamped and approved shall be left on file in the office of said Commissioner. Complete plans and specifications of buildings of a public character for which permits are granted shall remain on file permanently in said Commissioner's office. It shall not be obligatory upon said Commissioner to retain plans and specifications for buildings or structures except those of a public character for more than six months after the completion or occupation of any such building or structure.



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246. **Code of Conduct and Permit Sign** All job sites on which exterior construction work is being conducted, such as new residential or non-residential buildings or building additions, shall maintain a Code of Conduct and Permit sign to be provided by the Building Officer and in a location designated by the Building Officer. Said sign shall comply with the following:
- 246.1 Visibility of the sign shall be maintained at all times. At no time shall materials, dumpsters, equipment, vehicles, or other appurtenances be placed so as to block the view of the sign from the public way.
- 246.2 If the sign becomes lost or damaged at any time, the permit applicant shall immediately contact the Building Officer and request a replacement sign. The original fee for the sign shall be kept by the Village, and a new sign fee paid by the permit applicant.
250. **Fees for Building Permits** All work subject to a building permit as defined in Section 220 herein shall be subject to building permit fees. Applications for building permits shall be accompanied by an application fee as described herein. There shall be no application fee required for permits unless said fee is specifically listed below. The Building Commissioner shall not issue a building permit until such time that all required building permit fees have been paid in full. (All of Section 250 amended by Ordinance A-1124-01-17)
- 250.1 **Application Fee for New Construction, Additions, and Alterations** The following application fee, which will be credited to the final building permit fee, but which will in all cases be the minimum fee, shall be paid at the time plans for the following types of construction are submitted for review:



250.1.1	New single-family residence	\$1,000
250.1.2	Single-family residential addition	\$600
	Single family residential alteration	\$200
250.1.3	New non-single-family residential building	\$2,000
250.1.4	New non-single-family residential building addition	\$1,000
250.1.5	New non-single-family residential building alteration	\$650
250.1.6	If for whatever reason a permit is not issued, a permit applicant shall be responsible for any plan review costs incurred by the Village beyond the amount of the application fee.	

(Amended by Ordinance A-1002-02-07)

250.2 Landscaping Plan Review Fee

250.2.1 Non-Single-Family Residential

In addition to all other fees herein, the following plan review fees shall be required in connection with the construction of any building in a Business District, Transitional District, Office District, or Manufacturing District.

250.2.1.1	Building lots of 3.5 acres or less	\$300
250.2.1.1	Building lots greater than 3.5 acres through 6 acres	\$250
250.2.1.3	Building lots exceeding 6 acres	\$500
250.2.1.4	Any direct expenses incurred by the Building Commissioner that exceed the landscaping plan review fee shall be paid in full by the permit applicant.	

(Ord. A-1002-01-06)

250.2.2 Single-Family Residential

In addition to all other fees herein, the following plan review fees shall be required in connection with the construction of any single-family residence on a wooded lot.

250.2.2.1	Partially Wooded Lot	\$335
250.2.2.1	Heavily Wooded Lot	\$600



250.2.2.3	The Building Commissioner shall determine whether a lot is partially wooded or heavily wooded.
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(Amended by Ordinance No.A-1002-01-06)

250.3 **Single-Family Residential Building Permit Fees** No building permit for the construction of a new single-family residence or for an addition or alteration to a single-family residence shall be issued until a building permit fee is paid in accordance with the fee schedule attached hereto as Table 250.3.

250.4 **Non-Single-Family Residential Building Permit Fees** No building permit for the construction of a new non-single-family residential building or for an addition or alteration to a non-single-family residential building shall be issued until a building permit fee is paid in accordance with the fee schedule attached hereto as Table 250.4 and as described below.

250.4.1 **Non-Single-Family Residential Plan Review Fee**
The plan review fee for a new non-single-family residential building, building addition, or building alteration shall be paid after the first plan review is completed and the Building Commissioner has determined the area of the building as per Table 250.4.1. Re-submitted plans will not be accepted until the plan review fee is paid.

250.4.2 **Non-Single-Family Residential Inspection Fee**
The inspection fee for a new non-single-family residential building, building addition, or building alteration shall be paid prior to issuance of the permit.



Table 250.3

250.3a Permits for New Single-Family Residences									
Not Exceeding	2,000	square feet	=	. \$1.73	per square foot				
From	2,001	to 3,000	square feet	=	3,458	plus	\$1.46	for each square foot over	2,000
From	3,001	to 4,000	square feet	=	\$4,921	plus	\$.1.33	for each square foot over	3,000
From	4,001	to 6,000	square feet	=	\$6,251	plus	\$1.20	for each square foot over	4,000
From	6,001	to 8,000	square feet	=	\$8,645	plus	\$1.06	for each square foot over	6,000
From	8,001	square feet plus	=	\$10,773	plus	\$.0.93	for each square foot over		8,000

250.3b Permits for Single-Family Residential Additions and Alterations									
Not Exceeding	500	square feet	=	\$1.73	per square foot				
From	501	to 750	square feet	=	\$865	plus	\$1.60	for each square foot over	500
From	751	to 1,000	square feet	=	\$1,264	plus	\$1.46	for each square foot over	750
From	1,001	to 2,000	square feet	=	\$1,629	plus	\$1.20	for each square foot over	1,000
From	2,001	to 3,000	square feet	=	\$2,826	plus	\$1.06	for each square foot over	2,000
From	3,001	square feet plus	=	\$3,890	plus	\$0.93	for each square foot over		3,000



Table 250.4.1 Plan Review Fee for Non-Residential Permits

Cubic Feet	Building Plan Review	Plumbing Plan Review	Mechanical Plan Review	Electrical Plan Review	Energy Plan Review
1 to 60,000	\$ 718	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
60,001 to 80,000	1,413 <u>\$883</u>	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
80,001 to 100,000	\$ 1,130	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
100,001 to 150,000	1,291 <u>1,374</u>	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
150,001 to 200,000	\$ 1,468	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
200,001 plus	\$ 1,725 + \$16 for each 10,000 cubic feet over 200,000	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
<i>Plan review Fees are cumulative. For example, the plan review fee for an 80,001 cubic foot building with plumbing, mechanical and electrical is \$2,826 as follows:</i>					
<i>80,001 Cubic Feet</i>	<i>\$1,130</i>	<i>\$283</i>	<i>\$283</i>	<i>\$565</i>	<i>\$565</i>

Table 250.4.2 Inspection Fee for Non-Residential Permits

Building	Plumbing	Mechanical	Electrical	Energy	
\$0.29 per square foot	\$0.09 per square foot	\$0.09 per square foot	\$0.09 per square foot	\$0.09 per square foot	
<i>Inspection fees are cumulative. For example, the inspection fee for a 30,000 square foot building with plumbing, mechanical and electrical is \$19,500 as follows:</i>					
<i>\$8,700</i>	<i>\$2,700</i>	<i>\$2,700</i>	<i>\$2,700</i>	<i>\$2,700</i>	



250.4.3 **Non-Single-Family Residential Permit Fee**

The permit fee for a new non-single-family residential building, building addition, or building alteration shall be equal to the combined plan review and inspection fees (minus the application fee) and shall be paid in full prior to issuance of the permit.

250.5 **Engineering Permit Fees** No building permit for any of the following work shall be issued until an engineering permit fee is paid in accordance with the following fee schedule.

250.5.1	New Single-Family Residence	\$450
250.5.2	Non-Residential Parking Lot, New or Expansion	\$450
250.5.3	New Non-Residential Building on lot less than 1 acre	\$875
250.5.4	New Non-Residential Building on lot of 1 to 4.9 acres	\$950
250.5.5	New Non-Residential Building on lot of 5 to 9.9 acres	\$1,000
250.5.6	New Non-Residential Building on lot of 10 acres or more	\$1,100
250.5.7	Any <i>grading</i> of property related or unrelated to work on a building as per Section 220 herein determined by the Village Engineer to have a significant impact on drainage as per Section 308	100
250.5.8	Additional Stormwater Permit Fee As Set Forth in Appendix A, Schedule A of the Burr Ridge Municipal Code.	

250.6 **Building Permit Fees for Other Permits** No building permit for the construction of any building, structure, or for the performance of any work described



in Section 220 herein shall be issued until a building permit fee is paid in accordance with the following fee schedule.

Single Family Residential Permits		
250.6.1	Single-Family Residential Building Demolition	\$50
250.6.2	Single-Family Residential Electrical Service Upgrade	\$50
250.6.3	Single-Family Residential Electrical Work	\$50
250.6.4	Single-Family Residential Plumbing Work	\$50
250.6.5	Single-Family Residential Mechanical Work	\$50
250.6.6	Single-Family Residential Detached Accessory Building 500 square feet in floor area or less	\$50 + fees for electrical, plumbing, & mechanical (see sections 250.6.3-5 above)
250.6.6a	Single Family Residential Accessory Building 501 square feet in floor area or greater	Same as Additions and Alterations as per Table 250.3b
250.6.7	Single-Family Residential Decks and Patios	\$50
250.6.8	Single-Family Residential Fences and Gates	\$50
250.6.8a	Single Family Residential Stand By Generator	\$50
250.6.8b	Single Family Residential Outdoor Kitchen	\$50
250-.6.8a	Miscellaneous Single-Family Permits not specified above.	\$50 + fees for electrical, plumbing, & mechanical (see sections 250.6.3-5 above)
250.6.9	Single-Family Residential Elevator or Escalator Installation	\$200
250.6.10	Single-Family Residential Pools	\$200 + fees for electrical, plumbing, & mechanical (see sections 250.6.3-5 above)
250.6.10a	Single Family Residential Hot Tubs and Spas	\$50
Non-Single-Family Residential Permits		
250.6.11	Non-Single-Family Residential Electrical Service Upgrade	\$250
250.6.12	Non-Single-Family Residential Electrical Work	\$250



250.6.13	Non-Single-Family Residential Plumbing Work	\$250
250.6.14	Non-Single-Family Residential Mechanical Work	\$250
250.6.15	Non-Single-Family Residential Elevator or Escalator Installation (Ord. A-1002-01-06)	\$400
250.6.15a	Non-Single-Family Residential Elevator or Escalator Maintenance	\$150
250.6.16	Non-Single-Family Residential Storage Tank Installation	\$250
250.6.17	Non-Single-Family Residential Building Demolition	\$250
250.6.18	Non-Single-Family Residential Parking Lot, New or Expansion	\$250
250.6.19	Based on established fees for comparable work, the Building Commissioner shall determine the appropriate permit fee for any work to be permitted which is not specifically listed herein. Under any circumstance, the minimum fee for single-family residential permits shall be \$50, and for non-single-family residential permits the minimum fee shall be \$250.	
250.6.20	The fees set forth above are not charged when such work is in connection with construction of a new building, building addition, or building alteration.	

250.7 Other Fees In addition to the application and permit fees described in Sections 250 herein, any building, building addition, building alteration, or work performed under the authority of a building permit issued by the Village of Burr Ridge shall be subject to the following fees.

250.7.1	Re-inspection as per Section 269.19.1	\$100
250.7.3	Removal of Stop Work Order as per Section 404 herein	\$300
250.7.5	Temporary Building Certificate of Occupancy as per Section 274 herein	\$100
250.7.6	Reimbursement of all expenses incurred by the Building Commissioner as a result of any additional reviews, inspections, or studies required beyond the typical plan reviews and inspections outlined herein.	

(Amended by Ord. A-860-01-03)



251. **When a Permit is Valid** No permit for constructing, erecting, enlarging, remodeling, altering, repairing, raising, lowering, underpinning, moving, or wrecking buildings, structures, or portions thereof, or any permit for which a fee is prescribed by the Village Treasurer or his designated agent shall be valid unless the plans are stamped approved by the Village and all required fees have been paid.

260. **Constructing Buildings Contrary to Approved Plans - Permit Made Void by Deviation from Plans - Power to Stop Work**

260.1 It shall be unlawful for any owner, agent, or architect or for any contractor or builder engaged in constructing, erecting, enlarging, remodeling, altering, repairing, raising, lowering underpinning, moving, or wrecking of any building, structure, or portion thereof, to make any departure from the plans as approved by the Building Commissioner without first obtaining the written consent of the Building Commissioner for any such change.

Any departure from the approved plans involving a violation of the requirements of any law or ordinance or any such change in the plans or construction without the consent of the Village Board shall operate to annul the permit which has been issued for such work and shall render the same void, and all fees paid shall be forfeited.

260.2 In any case where work is done under a permit authorizing the erection, alteration, or repair of a building or structure, which work is contrary to the approved plans, or any law or ordinance, the Building Officer shall have power to at once stop such work and to order all persons engaged therein to stop and desist therefrom. Such work shall not be resumed until satisfactory assurance has been given to the Building Commissioner that it will be done properly and lawfully and according to the approved plans or until said Building Commissioner has consented, in writing, to the changes made in such approved plans. The Building Commissioner may request that a new permit must be issued before work proceeds. The usual fee for the permit shall be paid by the contractor doing such work.

260.3 No contractor or builder shall begin any work on any building or structure for which a permit is required until such permit shall have been issued. In case any work is begun on the erection, alteration, repair, or removal of any building or structure without a permit authorizing the same being issued therefore, the Building Commissioner or his deputy shall have power to at once stop such work and to order any and all persons engaged therein to stop and desist therefrom until the proper permit is issued.

261. **Revocation of Permit** If the work in, upon, or about any building or structure shall be conducted in violation of any law or ordinance, it shall be the duty of the Building



Commissioner to revoke the permit for the building or wrecking operations in connection with which such violation shall have taken place. It shall be unlawful, after the revocation of such permit, to proceed with such building or wrecking operations unless such permit shall first have been reinstated or reissued by the Building Commissioner. Before a permit so revoked may be lawfully reissued, the entire building and building site shall first be put into condition corresponding with the requirements of all laws and ordinances, and any work or material applied to the same in violation of any of the provisions of any law or ordinance shall first be removed from such building and for such permit as reissued the fee required shall be paid.

269. **Inspection** The permit applicant, owner, or contractor shall give 24 hours advance notice to the Building Official to request each of the following required inspections:

Single-Family Residential Inspections:

- 269.1 **Site Preparation** - An inspection to ensure the adequate provision of all required soil erosion control and tree protection prior to grading, footing excavation, or any other work on the property.
- 269.2 **Footing Excavation** - An inspection is required before concrete is poured and after excavation and forming have been completed.
- 269.3 **Foundation Forms** - An inspection is required after the foundation wall forms are set and before concrete is poured. It is required that two (2) copies of a spot survey be submitted for review and approval after the foundation form inspection has been passed, but before the foundation wall inspection can be scheduled.
- 269.4 **Foundation Wall** - An inspection is required before backfilling and after footing drain tile has been placed and dampproofing completed.
- 269.5 **Tree Protection, Erosion Control and Gravel Access Drive** - An inspection is required to ensure that all erosion control and tree protection measures are properly maintained and in place and temporary construction (gravel) access is in place prior to any other work on the property and prior to decking and rough framing. The street shall be cleaned of mud.
- 269.6 **Driveway** - After placing of forms or otherwise establishing the border of a driveway and prior to installation of asphalt, concrete pavers, or other hard-surface material, the Engineering Department will inspect to ensure that the driveway complies with the approved site plan, maximum and minimum width requirements, and setback requirements. Placement of driveway forms and the driveway inspection can be conducted at any time during the construction process.



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- 269.7 Electric Service - An inspection is required after electric panel, meter enclosure, and temporary grounds have been installed.
- 269.8 Underground Plumbing - An inspection is required before concrete is poured in a basement or floor slab and after underground plumbing work has been completed.
- 269.9 Rough Framing - An inspection is required before any insulation and vapor barrier are installed and after the rough framing, rough plumbing, and rough electrical work are completed.
- 269.10 Fireplace Inspections – An inspection is required for all masonry and pre-fab fireplaces. This inspection shall be scheduled at the same time as the rough framing inspection.
- 269.11 Rough Plumbing - An inspection is required before any insulation and vapor barrier are installed and after the rough plumbing work is complete.
- 269.12 Rough Electric - An inspection is required before any insulation is installed and after the rough electrical work is complete.
- 269.13 Insulation - An inspection is required before any interior wall finish is applied and after the insulation is installed.
- 269.14 Septic System - If a private sanitary sewer system has been approved by the Village of Burr Ridge Board of Trustees as required by the Zoning Ordinance, an inspection is required before any backfilling and after the septic tank and seepage system has been installed.
- 269.15 Final - Final inspection is required before issuance of a Building Certificate of Occupancy for a structure. A final inspection must be scheduled a minimum of two days before the certificate of occupancy will be issued. The final inspection shall ensure that the building and site comply with all Village codes and regulations including but not limited to the building codes, Zoning Ordinance, and engineering requirements. The final inspection shall include inspections for the following: building, mechanical, electrical, plumbing, site engineering, landscaping, forestry, and fire protection. The local fire protection district shall approve all fire protection systems after inspection by the respective district or by its authorized inspection agency.
- 269.16 Other – Demolition and swimming pool – Refer to Sections 306 and 315.



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- 269.17 Bond Release - An inspection is required prior to the release of any outstanding bonds to ensure compliance with all required local codes, ordinances, and standards including landscaping improvement.
- 269.18 All Inspections Other Than Single-Family – All new construction other than single-family residences shall be inspected to verify compliance with all building codes, fire codes, Zoning Ordinance, mechanical codes, electrical codes, plumbing codes, engineering codes, and all mandated States codes.
- 269.19 General Inspection Requirements
- 269.19.1 All re-inspections required, as a result of builder error, shall be performed at an additional prepaid fee per inspection per Section 250.
- 269.19.2 Proper and safe ladders for access to basements and attic are the responsibility of the contractors. There will be no inspections performed if adequate ladders are not provided.
- 269.19.3 All materials required for testing are the responsibility of the contractor.
270. **Foundation Location and Elevation Spot Survey** Immediately after the foundation has been poured and prior to scheduling a backfill inspection, the owner or contractor shall submit to the Building Commissioner three (3) copies of an on-site (spot survey) location of the structure showing the top of foundation elevations in USGS Datum, prepared by a registered land surveyor. Construction shall not proceed until the Building Commissioner and Village Engineer have approved the spot survey.
271. **Engineering Fees** Changes to grading, drainage, top of foundation elevation, etc., approved by the Village, that would require engineering services, shall be approved by the Village Engineer. Costs for such services shall be paid by Permittee at the fees in effect.
272. **Certificate of Occupancy - Single Family Residential** The request for a "Certificate of Occupancy" shall be made at least two (2) business days before occupancy is requested. This will allow for time for a final inspection and to process all paperwork. Minimum requirements for occupancy shall be as follows:
- Connection to public water and sewer complete or, in the alternative, well and septic systems complete. In the case of connection to the Village of Burr Ridge public water supply, connection shall not be considered complete until both the water meter and remote meter are installed and connected in accordance with the



requirements of Section 311 of this Ordinance and Section 58.13 of Chapter 58 (Water Works System) of the Burr Ridge Municipal Code.

- 271.2 All plumbing shown on the approved plans unless otherwise approved by the Building Official. All fixtures added or installed after this inspection will require a separate permit.
- 271.3 Electrical wiring shall be completed in compliance with applicable codes.
- 271.4 Heating system shall be completed in compliance with applicable codes.
- 271.5 Basement floor, draintile, and sump pump (if used) shall be installed in compliance with applicable codes.
- 272.6 Any concrete floors in the habitable area of the house must be poured.
- 272.7 Completion of any applicable water main extensions and other land improvements as required under Section 220 hereof, Chapter 58 of the General Municipal Code of the Village of Burr Ridge of 1974, and/or the Subdivision Ordinance of this Village.
- 272.8 Further, no Certificate of Occupancy shall be issued until final grading, all required landscaping, and driveway hardsurfacing have been installed. However, if weather or other conditions do not permit the completion of final grading, required landscaping, or driveway hardsurfacing, the owner may request issuance of a conditional Certificate of Occupancy subject to completion of the outstanding work. The recipient of a conditional Certificate of Occupancy shall provide a Twenty-Five Hundred Dollars (\$2,500.00) cash deposit to guarantee completion of the outstanding work. If the work to be completed exceeds Twenty-Five Hundred Dollars (\$2,500.00), the Building Commissioner may increase the amount of the cash deposit based on estimates prepared by the Village Engineer and Village Forester. If a Certificate of Occupancy under these terms is issued between April 15 and October 15, the final grading, landscaping, and hardsurfacing shall be completed within 45 days. If a conditional Certificate of Occupancy under these terms is issued between October 16 and March 31 of each year, the final grading, landscaping, and hardsurfacing shall be completed prior to the forthcoming May 15.
- 272.9 No Certificate of Occupancy shall be issued until all construction recapture costs and all sewer and water connection fees required by Village ordinances have been paid.



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273. **Certificate of Occupancy - Other Than Single-Family Residential** The request for a "Certificate of Occupancy" for any portion of the building shall be made at least two (2) business days before occupancy is requested. This will allow for time for a final inspection and to process all paperwork. Minimum requirements for occupancy shall to be as follows: Minimum requirements for occupancy shall be those set forth in detail in the building regulations adopted by reference in Section 701 of Article VII of this ordinance and the following:
- 273.1 The structure shall be substantially complete, the exterior enclosure shall be complete, and the structure shall comply with all general, special, and structural requirements of the code.
- 273.2 All means of egress and all fire protection features shall be in place and continually maintained.
- 273.3 Sanitary and water facilities shall be complete. Water facilities shall not be considered complete until both the water and remote meter are installed and connected in accordance with the requirements of Section 312 of this Ordinance and Section 58.13 of Chapter 58 (Water Works System) of the Burr Ridge Municipal Code.
- 273.4 Heating system shall be complete in compliance with applicable codes.
- 273.5 Electrical system shall be complete in compliance with applicable codes.
- 273.6 No Certificate of Occupancy shall be issued until all construction recapture costs and all sewer and water connection fees required by Village ordinances have been paid.
- 273.7 Further, no Certificate of Occupancy shall be issued until all landscaping required and indicated on the approved landscaping plans has been installed. However, if weather conditions do not permit the completion of required landscaping, the owner may request Village approval of a cash deposit to guarantee completion of landscaping as soon as weather permits. Such request shall be accompanied by an estimate of cost to complete all required landscaping. Upon Village approval of the request for a cash deposit and the cost estimate, cash deposit equal to 125 percent (125%) of the cost of all required landscaping shall be deposited with the Village in escrow. If a Certificate of Occupancy under these terms is issued between April 15 and October 15, the final grading, landscaping, and hardsurfacing shall be completed within 45 days. If a conditional Certificate of Occupancy under these terms is issued between October 16 and March 31 of each year, the



final grading, landscaping, and hardsurfacing shall be completed prior to the forthcoming May 15.

273.8 In addition, the owner shall be required to execute such agreements as may from time to time be required by the Village to delineate the conditional status of the Certificate of Occupancy, including, but not limited to, notice to be given to any subsequent purchasers.

274. **Temporary Certificate of Occupancy - Other Than Single-Family Residential**

A temporary certificate of occupancy can be issued when a building owner, tenant, or agent wants to occupy the building for purposes of stocking, preparing the space for all occupants, training of new employees, or similar circumstances subject to the following terms:

274.1 The building shall be substantially complete.

274.2 All means of egress shall be completed and unobstructed.

274.3 All fire protection, alarm and detection system shall be approved by the local Fire District and able to transmit an alarm.

274.4 All hazards to occupants shall be removed.

274.5 Full occupancy for all future occupants shall not take place until all code related items are in compliance.

274.6 An inspection is completed by the building and fire inspector with a list of outstanding items.

274.7 The temporary occupancy fee is paid.

274.8 The maximum length of a temporary occupancy is 30 days.

274.9 A request for a temporary occupancy shall be in writing. The person requesting the temporary occupancy shall provide a description of the type of work being performed, indicate the number of occupants, and state that the building or space will not be open to the general public.

275. **Cash Performance Bond Requirements**

(Added by Ordinance A-1002-02-07)

275.1 Prior to issuance of a building permit for a new building, a building addition or exterior alteration, an in ground pool, or any other work that requires significant exterior construction activity or heavy construction equipment as



determined by the Building Commissioner, the applicant shall deposit with the Village, a performance guarantee in the form of a cash bond in the amount of Five Thousand Dollars (\$5,000.00 USD).

- 275.2 Purpose of Bond: Such Case performance bond shall be for the purpose of insuring against damage to public property by the general contractor or any subcontractor or employee that he may engage to perform work under the building permit; to ensure compliance with the terms and conditions of this Ordinance and the Village's Zoning Ordinance; and to ensure that the property is maintained in a condition that does not endanger the public health or safety.
- 275.3 Damage to public property shall include, but is not limited to: accumulation of dirt, gravel, sand, building material, etc., on street pavement; damage to street surface, curb and gutter, water mains, fire hydrants, sewer lines, street lights, street trees, etc., resulting from construction equipment and vehicles; and damage to the parkway, landscaping and vegetation resulting from construction activity.
- 275.4 If and when the Building Commissioner determines that there is damage to public property, that any situation exists that endangers the public health or safety, or that the general contractor has abandoned the job site without completing final grading, landscaping and securing of the building; the authorized agent of the contractor or responsible party shall be notified in writing.
- 275.5 Written notification to the authorized agent shall request that the necessary improvements, repairs, replacements, restorations and/or removal shall be made. This written notice shall be waived if the Building Commissioner determines that there is an emergency situation that presents an immediate danger to the public health and safety. In such circumstances, the Building Commissioner will proceed with the minimum work necessary to resolve the danger.
- 275.6 If such improvement, repair, replacement, restoration or removal has not been completed within five (5) working days following the receipt of written notification, the Building Commissioner shall cause said work to be done and shall reimburse the Village for all cost incurred from the cash performance bond.
- 275.7 If the cash performance bond is reduced as a result of reimbursement to the Village for costs incurred in improving, repairing, replacing or removing such damage, or restoring public property; the cash performance bond shall be replenished to the full amount (\$5,000.00) within five (5) working days following such improvement, repair, replacement, restoration, or removal, and if not, then construction shall be halted.



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- 275.8 The cash performance bond will not be refunded until all work is completed in compliance with all local codes, ordinances, and standards.
- 275.9 Refunding of Bond: Upon certification by the Building Commissioner and the Village Engineer that all construction, grading and fee requirements have been met and completed, the cash performance bond shall be released without interest to the permit applicant. In addition, an “As-Built” topographical survey shall be filed with the Village and approved by the Village Engineer prior to the release of the cash performance bond. Provided, however, that if the structure meets all other requirements of this Ordinance, but as a result of inclement weather or other seasonal restrictions, final grading, submission of an approved “as-built” survey, and landscaping cannot be performed an additional Twenty-Five Hundred Dollars (\$2,500.00) will be required prior to issuance of certificate of occupancy.
- 275.10 It is the responsibility of the permit applicant to ensure that all construction, grading, and fee requirements are completed and certified by the Building Commissioner and the Village Engineer and to submit a request for release of the performance bond. Failure by the permit applicant to complete the work and to submit a request for release of the bond within one year after issuance of a Certificate of Occupancy or one year after issuance of the permit when the permit does not require issuance of a Certificate of Occupancy will constitute a forfeiture of the bond to the Village for reimbursement of its costs, including any purpose already provided for the use of such bond, for those costs related to the requirements, implementation and oversight of the permitting process and, as a liquidated amount, to address any future cost to the Village of the failure to complete the required improvements. (Amended by Ordinance A-1002-01-11).
276. **Increased Fee for Work Started Without a Permit** If any work for which a permit is required hereunder is commenced without first applying for and receiving the permit, then the fee for issuance of such permit shall be increased by an amount equal to 50% of the customary fee in order to defray the cost of extra inspections and work involved. (Added by Ordinance A-1002-02-07)



BURR RIDGE BUILDING ORDINANCE

ARTICLE III MISCELLANEOUS

301. **Occupancy of Street**

It shall not be lawful to occupy with building material, construction equipment, or construction related accessories, any street, right-of-way, or any part thereof.

302. **Driveways**

A gravel construction entrance and driveway shall be installed prior to any other work on the property. The contractor is responsible for maintaining the gravel access drive and keeping the street clean at all times. (Amended by Ord. A-860-1-02)

303. **Right to Complete Buildings Under Outstanding Permits**

Authority is hereby affirmed to complete any building, structure, or portion thereof either in the process of being constructed, erected, enlarged, remodeled, altered, repaired, raised, lowered, underpinned, or moved at or prior to the date of adoption of this Building Ordinance; provided a valid and prior permit outstands therefore, the work accords with the Building regulations in force at issuance of such permit, and the building, structure and various portions thereof will be safe and sanitary upon completion and will fully accord with the building and other laws of said Village in force at the time the permit was issued.

304. **Building Changed or Repaired Must Comply with Ordinance**

Any building, structure, or major portion thereof that is enlarged, remodeled, or repaired or has a change of use in said Village shall be made to comply throughout with the provisions of the Building Ordinance as if applied to new or original work, provided the cost of the work proposed to be done exceeds one-third of the assessed value of the building, as determined by the county assessor, proposed to be changed or repaired. All new work of any type shall comply with the current Building Code Ordinance. The same materials and type of construction as were employed originally may be used for such changes and repairs when the cost of the work to be done is less than the said one-third estimated value, provided such work when completed will be consistent with the provisions of the Building Ordinance pertaining to the district and to public health and safety. The value and cost referred to in this section shall be as of the date when the permit is sought and shall be determined or approved by the Building Commissioner.

305. **Construction Materials and Methods**

These rules and regulations specify minimum acceptable construction materials and methods. However, the provisions of these rules and regulations are not intended to prevent consideration of the use of types or methods of construction or material required by those rules and regulations. Any person desiring to use types or methods



of construction or materials not specifically mentioned in these rules and regulations shall file with the Building Commissioner authentic proof in support of claims that may be made regarding the sufficiency of such types or methods of construction or materials. Such proof may include adequate reports and test data from a recognized testing laboratory, or proven and authentic methods or types of construction or materials are at least the equivalent of the types and methods of construction and materials now required under these rules and regulations, then shall recommend to the Board of Trustees an amendment to these rules and regulations in order to make permissible the use of the same. If, in the opinion of the Building Commissioner, such proof is not sufficient to justify such amendment to these rules and regulations, the applicant may refer the entire matter to the Board of Trustees, as provided by ordinance. The applicant desiring to use alternate materials or methods or types of construction shall guarantee payment of all expenses for necessary tests made by or on behalf of the Village. No such alternate types or methods or construction or materials shall be used unless authorized by the Board of Trustees by amendment to these rules and regulations.

306. **Moving or Wrecking Buildings**

- 306.1 **Permit.** It shall not be lawful for any person to move or wreck any building within the Village of Burr Ridge without having first obtained a permit as hereinbefore described.
- 306.2 **Bond.** Any person so moving or wrecking any building within the Village of Burr Ridge shall first submit to the Village Clerk a performance bond in the amount of Five Thousand Dollars (\$5,000.00) for the protection of any streets or other public or private property that may be involved in such moving or wrecking.
- 306.3 **Restoration.** That any person moving or wrecking any such building shall be required to backfill the remaining foundation hole level to the existing landscaping and shall remove and clear said premises of any litter, building materials, masonry materials, or other similar materials remaining after such moving or wrecking. The disturbed area shall be planted with permanent ground cover, grass or sod, to prevent erosion.
- 306.4 **Penalty.** Any person, firm, or corporation who violates any of the provisions hereinafter set forth shall be fined not less than Twenty-Five dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00) for each offense.
- 306.5 **Dust Control.** Any person moving or wrecking a building shall have facilities available to water the construction site during demolition activity for the purpose of providing adequate dust control. Watering shall be provided in order to prevent excessive dust from moving beyond the property lines of the



site on which the moving or wrecking is occurring. (Added by Ord. A-860-1-02)

306.6 Notice to Adjoining Properties. The permit applicant shall submit an affidavit to the Building Officer verifying that notice has been provided to all property owners within 250 feet of the property of the impending demolition work. The notice shall specify a period of one week or less in which the demolition will occur. The notice shall be mailed at least 7 days in advance of the demolition (not counting the day or week of demolition and not counting the day the notice is provided). If demolition does not occur during the time specified in the notice, a new notice shall be provided with a new affidavit submitted to the Building Official. (Added by Ord. A-860-1-02)

306.7 Demolition Submittal Requirements. When applying for a demolition permit, the following items shall be submitted:

- A completed permit application.
- Water/sewer disconnect application.
- Two (2) copies of a legal plat of survey showing existing water and sewer lines to be disconnected, well and septic system (where applicable), and all existing accessory structures.
- \$5000.00 cash bond.
- All applications, affidavits, and forms required by other governmental agencies as outlined in the Village Demolition Guideline Handout.

307. **Elevator and Escalator Inspections and Fees**

307.1 Every elevator and escalator now in operation or which may hereafter be installed, together with all equipment thereof, shall be inspected at least once every six months, and in no case shall any new equipment be placed into operation until an inspection of the new equipment be placed into operation until an inspection of the same has been made. It shall be the duty of each owner, agent, lessee, and occupant of any building wherein any such equipment is installed, and of the person in charge or in control of any such equipment, to permit the making of a test of such demand has been made. Whenever any elevators or escalators, and all devices and equipment used in connection therewith have been inspected, and all required tests have been made of all safety devices with which such elevator or escalator is equipped, and the result of such inspection and tests show such equipment, including all safety devices, to be in good working condition and in good repair, it shall be the duty of the Building Commissioner to issue or cause to be issued a certificate setting forth the result of such inspection and tests and containing the date of inspection, the weight which such equipment will safely carry, and a statement to the effect that the elevator complies with all Village requirements. It shall be the joint and several duty of the owner, agent, lessee,



or occupant of the building in which such equipment, to frame the certificate and place the same in a conspicuous place in each elevator and near each escalator. The words "safe condition" in this Section means that is safe for any load up to the approved weight indicated in such certificate.

- 307.2 If the result of the inspection or tests required under "a" above show that such elevator or escalator is in an unsafe condition or bad repair, or show that any of the safety devices have not been installed or if installed are not in good working order or not in good repair, the certificate provided for in "a" above shall not be issued until such elevator or escalator, or such device or devices, have been put in good working order and good repair.
- 307.3 When the elevator inspector finds any elevator or escalator in an unsafe condition, he shall immediately report the same to the Building Commissioner, together with a statement of all facts relating to the condition of such equipment. It shall be the duty of the Building Commissioner, upon receiving any such report, to order the operation of such equipment to be stopped and to remain inoperative until it has been placed in a safe condition and in good operating condition, and it shall be unlawful for any agent, owner, lessee, or occupant of any building wherein any such equipment is located to permit or allow the same to be used after receipt of a notice from the Building Commissioner, which notice shall be in writing, that such equipment is in an unsafe condition, and it will remain so unlawful until it has been restored to a safe and proper operating condition.
- 307.4 The fee for the semi-annual inspection of an elevator or escalator shall be \$90.00. Said fee shall be the joint and several obligation of the owner, agent, lessee, and occupant of any building wherein such equipment is installed. An additional fee of \$90.00 shall be charged for each additional re-inspection, which may be required. (Amended by Ord. A-1002-01-06) (Amended by Ord A-1002-01-09)
- 307.5 The provisions of this Section 307 shall not apply to elevators and escalators now or hereafter in operation or installed in a single-family residence located in the Village (except where such is used in connection with either a legal, non-conforming or illegal non-residential use of said residence).

308. **Surface and Sub-Surface Water Drainage**

- 308.1 It shall be unlawful for the owner, agent, or other person in control or possession of any premises jointly or severally to permit any eave trough, footing drain, drain downspout, piping, sump pump, or other device or appliance, permanent or temporary, above or below grade, for collecting and discharging surface water, rain water, or any other source of surface run-off



water, ground water or sub-surface water to be so designed, located, or constructed over or across any street, alley, public way, or any rights-of-way thereof, or public property other than by means of a Village approved storm sewer, drainage swale or other drainage system or structure. It is further the intent of this Ordinance that no such waters shall be collected and discharged on any adjoining property. All such waters must be discharged on the owner's property, and no such waters shall be collected and discharged closer than six (6) feet from the side or rear lot line of the premises unless it is enclosed in a sub-surface drainage system approved by the Village which discharges such water at or near the front property line or at a point no closer than ten (10) feet from the rear property line; provided, however, if there is a public sidewalk on or adjacent to the subject property, no such waters shall be collected and discharged closer than six (6) feet from any such sidewalk.

308.2 In addition, the following shall apply to all new single-family home construction and additions larger than 1,000 gross square feet. All waters collected and discharged from sump pumps must be connected to a Village-approved storm sewer or structure. If no storm sewer is adjacent to the property, then sump pump drainage must be discharged on the owner's property no closer than fifteen (15') feet from the rear, front, or side lot line. Furthermore, if standing water is present as a result of said sump pump discharge, further effort may be required as determined by the Village Engineer to minimize the presence of the standing water. (Amended by Ordinance A-860-03-03)

309. **Prohibited Times for Outside Construction and Landscape Maintenance**

309.1 This section is defined by Chapter 38, Article VI of the Burr Ridge Municipal Code.

310. **Soil Erosion Control Requirements**

The Permittee shall provide soil erosion control measures including, but not limited to, continuous and secured straw bales / silt fencing at all points of downstream discharge to adjacent properties.

311. **Water Meters**

When any new construction, addition, or alteration includes connection to the Village of Burr Ridge public water supply, connection shall not be considered complete until both the water meter and remote meter are installed and connected in accordance with the requirements of this Ordinance and Section 58.13 of Chapter 58 (Water Works System) of the Burr Ridge Municipal Code. The installation of the conduit for the remote meter wire must be complete prior to the Rough Electrical Inspection.

312. **Dumpsters on Construction Sites**



Dumpsters on construction sites shall be kept covered at all times and shall be emptied when full before they over flow or construction waste is blown out of the dumpster. The dumpster shall not be placed where they will block the vision of any roadway and shall not be placed in the right-of-way, roadway, or street. The dumpster shall be removed before a temporary or final occupancy is granted.

313. **Temporary Sanitation Facilities on Construction Sites**

All construction sites for new homes and non-residential construction sites shall have temporary portable sanitation facilities. They shall be emptied on a regular basis and not be allowed to over flow. The portable bathrooms shall not be placed where they will block the vision of any roadway and shall not be placed within the right-of-way, roadway, or street. The Building Official shall approve the location of temporary sanitation facilities. The temporary sanitation facilities shall be locked when there are no construction personnel on site. They shall be removed before a temporary or final occupancy is granted.

314. **Street and Site Maintenance**

The contractor shall be responsible for keeping the street clear of mud and for keeping all debris in the on-site dumpster. The contractor shall be responsible for removing any paper or debris which blows off the construction site.

315. **Swimming Pools**

Swimming pools shall be constructed in compliance with Appendix G of the International Residential Code for one- and two-family dwellings as amended and stipulated in Article VII, herein. All swimming pools are subject to application and issuance of a permit prior to construction. Fences and location of pool equipment shall be subject to the Burr Ridge Zoning Ordinance.

(Amended by Ordinance A-860-1-00)

315.1 **Inspections**

- Pool Shell – An inspection is required for the pool shell reinforcing and bonding required by Article 680 of the National Electrical Code prior to placing concrete.
- Pool Deck – An inspection is required for the pool deck reinforcing and bonding required by Article 680 of the National Electrical Code prior to placing concrete.
- Pool Final – An inspection is required for the pool and pool equipment when it is completed.
- Pool Fence – An inspection is required for the pool fence at the same time as the pool final to verify that all barrier requirements have been met in conformance with the Village of Burr Ridge Zoning Ordinance and Appendix G of the International Residential Code.



316. **Construction Fencing**

In order to ensure that construction activity is contained within a specified area on the construction site and to prevent damage to trees, slopes, and other sensitive areas, construction fencing shall be provided as follows:

- 316.1 Construction fencing shall be erected prior to the commencement of construction for all non-residential buildings and building additions, all new single-family residences and additions, and any other construction activity that involves substantial grading or foundation work as determined by the Village Engineer. The Village Engineer may waive the requirement for construction fencing if it is determined to be unnecessary by the scope of work involved.
- 316.2 Construction fencing shall be maintained for the duration of exterior construction activity on a property.
- 316.3 Construction fencing shall enclose the entire work area except for the designated construction access drive. The location of construction fencing shall be specified on a site plan submitted for the building permit and shall be subject to the approval of the Building Officer.
- 316.4 No construction work shall extend beyond the confines of the fenced area except as may be specifically authorized by the Building Officer.
- 316.5 Construction fencing shall be of the materials and construction specifications indicated in Exhibit 316 herein.
- 316.6 A stop work order as per Section 404 herein may be issued by the Building Officer for any failure to maintain construction fencing or violation of the work perimeter established by the construction fencing. Upon issuance of a stop work order, work shall not be allowed to commence until the construction fencing has been repaired to the satisfaction of the Building Officer and a fee has been paid as per Section 250.6.7.2. (Added by Ord. A-860-3-02)

317. **Depressed or Cut Curb Required for New Driveways**

Any new driveway built for a new building accessing a street improved with perimeter curbs shall include cutting the existing curb or replacement of said curb with a depressed curb. This requirement shall apply to new driveways built for new residential and non-residential buildings on all streets with curbs regardless of the type of curb that exists prior to installation of the driveway.
(Ord. A-860-05-02)

BURR RIDGE VILLAGE CODE

CHAPTER 38

Nuisances

Article I. Nuisances Generally.

- [Sec. 38.01. Nuisances - general.](#)
- [Sec. 38.02. Definitions.](#)
- [Sec. 38.03. Deposit of grass, rubbish, etc. - prohibited.](#)
- [Sec. 38.04. Dumping and Storing.](#)
- [Sec. 38.05. Excavations.](#)
- [Sec. 38.06. Surface and Sub-Surface Water Drainage.](#)

**Article II. Nuisances - Weeds.
(Removed by A-250-01-11)**

Article III. Abatement - Penalty.

- [Sec. 38.14. Nuisance - unlawful - penalty.](#)
- [Sec. 38.15. Abatement of nuisance by Village.](#)

Article IV. Composting

- [Sec. 38.16. Purpose and Intent.](#)
- [Sec. 38.17. Definitions.](#)
- [Sec. 38.18. Standards and Conditions.](#)
- [Sec. 38.19. Responsibility for Compliance.](#)
- [Sec. 38.20. Nuisance Declared.](#)
- [Sec. 38.21. Enforcement.](#)
- [Sec. 38.22. Penalty.](#)

Article V. Feeding of Wild Animals and Fowl

- [Sec. 38.23. Purpose and Intent.](#)
- [Sec. 38.24. Definitions.](#)
- [Sec. 38.25. Nuisance Declared.](#)
- [Sec. 38.26. Enforcement.](#)
- [Sec. 38.27. Penalty.](#)

Article VI. Permitted Times for Outside Construction and Landscape Maintenance

- [Sec. 38.28. Purpose and Intent](#)
- [Sec. 38.29. Definitions](#)
- [Sec. 38.30. Nuisance Declared](#)
- [Sec. 38.31. Enforcement](#)
- [Sec. 38.32. Permitted Hours](#)
- [Sec. 38.33. Penalty.](#)

Article I. Nuisances Generally.

Sec. 38.01. Nuisances - general.

It shall constitute a nuisance to commit any offense which is in fact a nuisance, or which is a nuisance according to the common law, or which is made such by this Code, other ordinances of this Village or by the statutes of the State of Illinois.

Sec. 38.02. Definitions.

The following acts, omissions or conditions shall be deemed nuisances:

1. An act which shall annoy, injure or endanger the safety or health of the public.
2. An act which shall offend public decency.
3. An act which shall unlawfully interfere with, obstruct or tend to obstruct or render dangerous for passage, a public park, public way or other public place.
4. Obstruction of any gutter so as to cause water to stagnate therein or permitting foul or stagnant water to stand upon any premises.
5. Causing or permitting any garbage or offensive substance of any kind, including, but not limited to unused paper, junk, unused wood, ashes, tin cans, unused masonry or crockery, cinders, rubbish, refuse, tree branches, trimmings or stumps, yard trimmings, cartons, and boxes, to be collected, deposited or to remain in any place in the Village other than as prescribed by this Code or other applicable ordinances, rules and regulations of the Village.
6. All buildings, walls and other structures which have been damaged by fire, decay or otherwise and which are so situated as to endanger the safety of the public.
7. All dangerous or unsanitary, unguarded, unprotected machinery or equipment in any public place or situated or operated on private property.
8. Causing or permitting any open burning of garbage or other discarded solid materials or cause or allow the burning of garbage or other discarded solid materials in any chamber not approved by the State of Illinois Pollution Control Board or Environmental Protection Agency.
9. Unless otherwise approved by the Corporate Authorities of the Village for outside construction for a temporary period of time, any outside construction of any kind whatsoever between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday and 5 p.m. and 8 a.m. Saturday and Sunday shall be considered a nuisance, including but not limited to, construction of any kind, repairs, remodeling or work of any type to be performed outside of any enclosed structure, including but not specifically limited to roadway construction, installation of water, sewer, gas, electric or other utility lines, etc. (Amended by A-250-1-02)

Sec. 38.03. Deposit of grass, rubbish, etc. - prohibited.

It shall be unlawful for any person to dump or deposit or cause to be dumped or deposited, any grass, leaves, branches or parts of trees or any other things in any public way within the Village other than as prescribed by this Code or other applicable ordinances, rules, and regulations of the Village, and such

is hereby declared to be a nuisance.

Sec. 38.04.

Dumping and Storing.

1. It shall be unlawful for any person to dump, deposit or store material of any kind on any real property in the Village, except:
 - (a) When dumping, depositing or storing is for a purpose which is customarily incidental to residential use; or
 - (b) When building materials are deposited on a site for which a building permit has been issued and the building materials are to be used for construction purposes thereon in conformance with the applicable codes of the Village; or
 - (c) Where the building materials are deposited on a site used in accordance with the applicable codes of the Village for the purpose of storing building materials.
2. In the event that building materials are deposited on a site in the Village, for which a building permit has been issued, and such permit expires, the continued existence of the building material on such site is declared to be a nuisance.

Sec. 38.05.

Excavations.

1. When any person makes or maintains an excavation within the Village to be used for the construction of a building and/or for a use accessory to the construction of a building, the development of a subdivision, or the construction and/or installation of public improvements, or makes and/or maintains any other excavation which constitutes a danger to the public by reason of its depth or proximity to public ways or walks or for any other reason, it shall be unlawful for such person:
 - a. to allow such excavation to remain open for a period of time in excess of that time necessary or reasonably required to accomplish the purpose for which said excavation is made; and/or
 - b. to make or maintain such excavation without providing adequate safeguards and precautions to protect the health, safety and lives of all members of the community, and in particular, of minor children who might be attracted to or have occasion to go upon the property where such excavation exists.
 - c. to make an excavation of any kind in or under the surface of any street without first securing a permit from the Village except that any person maintaining pipes, lines, or other underground facilities in or under the surface of any street may proceed without seeking a permit when emergency circumstances require that the work be done immediately and at the first opportunity thereafter a permit is sought; however, no permit shall be issued if the excavation contemplated is for connection to a utility for which construction recapture and/or connection fees required by Village ordinances are not paid in full. (Added by A-250-1-94)
2. A violation of paragraph 38.05.1 above is hereby declared to be a nuisance. (Amended by A-250-1-82)

Sec. 38.06.

Surface and Sub-Surface Water Drainage.

1. It shall be unlawful for the owner, agent or other person in control or possession of any premises jointly or severally to permit any eave trough, footing drain, drain, downspout, piping, sump pump or other device or appliance, permanent or temporary, above or below grade, for collecting and discharging surface water, rain water or any other source of surface runoff water, ground water or sub-surface water to be so designed, located or constructed on, over or across any street, alley, public way, or any rights of way thereof, or public property other than by means of a Village approved storm sewer, drainage swale, or other drainage system or structure, without approval of the Village and a written permit to do so issued by the Building Commissioner and the Zoning Enforcement Officer. A violation of this paragraph is declared to be a nuisance. (Amended by A-250-1-82)
2. It shall be unlawful for any owner, agent or other person in control or possession of any premises jointly or severally to cause the discharge from any swimming pool, hot tub, pond, water feature, ice rinks, or other depressional area to be conveyed across the surface of another private property or to be discharged into a drywell. All discharge related to the maintenance, filling, or emptying of such facilities caused by the property owner shall be made directly to a gravity storm sewer, or to a roadside ditch or roadway curb if a storm sewer is not available. All such discharges must be dechlorinated and pH neutral. (Added by A-250-01-14)

ARTICLE II. Nuisances - Weeds.
(removed by A-250-01-11)

ARTICLE III. Abatement - Penalty.

Sec. 38.14. Nuisance - unlawful - penalty.

It shall be unlawful for any person to permit or maintain the existence of any nuisance on any property under his control or do any act which constitutes a nuisance. The violation of any provisions of this Chapter shall be punished by a fine of not less than ten dollars (\$10.00) nor more than seven hundred fifty dollars (\$750.00). Each day a violation of any of the provisions of this Chapter shall continue shall constitute a separate offense. (Amended by A-250-1-96)

Sec. 38.15. Abatement of nuisance by Village.

Imposition of any penalty for a violation of this Chapter shall not be construed as a waiver of the right of the Village to collect the costs of removal of any nuisance or nuisances as provided by the provisions of this Chapter.

ARTICLE IV - COMPOSTING.

Sec. 38.16.

Purpose and Intent.

The purpose and intent of this Article is to promote the recycling of landscape waste through composting and to establish minimum standards for composting.

Sec. 38.17.

Definitions.

For purposes of this Article, the following words and terms shall be defined as follows:

- A. **"Compost"** shall be defined as the humus-like product of the process of composting landscape waste, which may be used as a soil conditioner.
- B. **"Composting"** shall be defined as the biological treatment process by which microorganisms decompose the organic fraction of landscape waste, producing compost.
- C. **"Compost Bin"** shall be defined as an enclosure constructed of concrete blocks, brick, wood, woven wire or durable plastic which surrounds a compost pile.
- D. **"Compost Pile"** shall be defined as an area in which composting takes place.
- E. **"Landscape Waste"** shall be defined as 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.

Sec. 38.18.

Standards and Conditions.

All composting shall be done in compliance with the following standards and conditions:

- A. All compost piles shall be enclosed in a free-standing compost bin.
- B. Each compost bin shall be no larger in volume than one hundred twenty-five (125) cubic feet, and shall be no taller than five (5') feet.
- C. No more than three (3) compost bins may be located on any lot used for residential purposes.
- D. All compost bins/piles shall be maintained so as to prevent the attraction or harborage of rodents.
- E. All compost bins/piles shall be maintained so as to prevent unpleasant odors.
- F. All composting shall be done in accordance with any process which has been found to be an acceptable composting process by the Illinois Department of Energy and Natural Resources.
- G. Compost piles shall only be made up of landscape waste.
- H. No compost pile/bin shall be located in any front yard or corner side yard.

- I. A compost pile/bin may be located in a side yard provided, however, that it shall not be located in any side yard setback required by the Zoning Ordinance.
- J. A compost pile/bin may be located in a rear yard provided, however, that it shall not be located within ten (10) feet of any lot line. In cases where a rear yard adjoins a street, a compost pile/bin shall be located no closer than 50 feet to the street.

Sec. 38.19. Responsibility for Compliance.

It shall be the duty of both the owner(s) and occupant(s) of any property on which composting is taking place, or on which a compost pile/bin is located, to make sure that said composting is being done, and said compost pile/bin is being maintained, in full compliance with all provisions of this Article.

Sec. 38.20. Nuisance Declared.

It is hereby declared a nuisance to engage in composting or to maintain a compost pile/bin other than in full compliance with the provisions of this Article. In regard to any composting to compost pile/bin which constitutes a nuisance, the provisions of Section 38.26 of this Article regarding penalties shall be applicable.

Sec. 38.21. Enforcement.

It shall be the duty of the Village Administrator or his/her designee to see to the enforcement of the provisions of this Chapter.

Sec. 38.22. Penalty.

In addition to any action for injunctive relief in relation to the abatement of a nuisance, any person, firm or corporation violating any provision of Article V shall be fined not less than twenty-five dollars (\$25.00) nor more than seven hundred fifty dollars (\$750.00). Each day that a violation exists shall constitute a separate said distinct offense. (Amended by A-250-1-96)

(Article V added by A-250-1-90 and renumbered to Article IV by A-250-2-94)

ARTICLE V – FEEDING OF WILD ANIMALS AND FOWL

Sec. 38.23

Purpose and Intent.

The purpose and intent of this Article is to prohibit the ground feeding of non-domesticated animals and fowl to minimize the dangers posed to health and property by activities which promote the presence and the concentration of such animals and fowl onto public or private areas of the Village.

Sec. 38.24

Definitions.

For purposes of this Article, the following words and terms shall be defined as follows:

- A. **Domesticated animal:** Animal cared for and privately or publicly owned, and maintained in captivity.
- B. **Non-domesticated animal:** Shall include, but are not limited to, cats, squirrels, rats, mice, rabbits, raccoons, fox, opossum, skunk, coyotes, chipmunks and deer.
- C. **Non-domesticated fowl:** Shall include, but are not limited to, ducks, pigeons and geese.
- D. **Ground-feeding:** To spread, cast, deposit or dump food, including corn, bread, birdseed, food scraps, pet food or commercial animal chow, or any like or similar substance on any public or private property in the Village.

Sec. 38.25

Nuisance Declared.

The ground-feeding of non-domesticated animals and fowl within the Village is hereby declared a nuisance and is prohibited.

Sec. 38.26

Enforcement.

It shall be the duty of the Village Administrator or his/her designee to enforce, or provide for the enforcement, of this Article.

Sec. 38.27

Penalty.

In addition to any action for injunctive relief relative to the abatement of a nuisance, any person who engages in such prohibited ground-feeding, or permits the ground-feeding of non-domesticated animals or fowl on their property, shall be deemed guilty of a violation of this Article and shall be subject to a fine of not less than ten dollars (\$10.00) and not more than seven hundred fifty dollars (\$750.00). Each day a violation of the provisions of this Article shall continue, will constitute a separate offense.

(Article V added by A-250-01-08)

ARTICLE VI – PERMITTED TIMES FOR OUTSIDE CONSTRUCTION AND LANDSCAPE MAINTENANCE

Sec. 38.28 Purpose and Intent.

The purpose and intent of this Article is to establish permitted times of days on which outside construction and landscape maintenance may be performed so as to mitigate noise pollution within the Village.

Sec. 38.29 Definitions.

For purposes of this Article, the following words and terms shall be defined as follows:

A. **Outside construction:** any repair, building, or remodeling work on the outside of any enclosed structure or anywhere on any structure not completely enclosed by walls, windows, doors, and roof.

B. **Landscape maintenance:** any operation of any gas- or electric-powered equipment, including but not limited to lawnmowers, leaf blowers, edgers, or any other device intended for routine landscaping maintenance. Gas- and electric-powered means of removing snow and ice are hereby exempt from these regulations.

Sec. 38.30 Nuisance Declared.

The performance of any outside construction or operation of any landscape maintenance equipment within the Village during prohibited times is hereby declared a nuisance and is prohibited.

Sec. 38.31 Enforcement.

It shall be the duty of the Village Administrator or his/her designee to enforce, or provide for the enforcement, of this Article.

Sec. 38.32 Permitted Hours

Outside construction and landscape maintenance is permitted during the following hours:

<u>Monday through Friday:</u>	<u>7:00 a.m. to 7:00 p.m.</u>
<u>Saturday</u>	<u>8:00 a.m. to 5:00 p.m.</u>
<u>Sunday and Federal Holidays</u>	<u>12:00 p.m. to 4:00 p.m.</u>

Sec. 38.33 Penalty.

Any violation of the outside construction work hours listed herein shall be subject to a stop work order and fee as described in Sections 404 and 250.7.3 of the Burr Ridge Building Ordinance. (Amended by Ord. A-860-1-02). Any violation of the landscaping maintenance hours listed herein shall be subject to a \$50 fine per daily occurrence.

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BURR RIDGE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE DES PLAINES RIVER WATERSHED

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 12th day of September, 2017 between the Village of Burr Ridge of DuPage and Cook Counties (hereinafter referred to as the "Municipality") a body corporate and politic, with offices at 451 Commerce Drive, Burr Ridge, Illinois 60527 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the Municipality and County are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to control flooding and to enter into Agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); and

WHEREAS, the storm water management program must include the minimum control

measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter's availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the Des Plaines River Watershed.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

- 3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.
- 3.2 The County shall be responsible for the scheduling and performance of County Tasks outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates

or times requested by the Municipality.

- 3.3** The County shall be responsible for including documentation related to the County's performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.
- 3.4** For areas outside the DuPage County limits, the County shall be reimbursed by the Municipality for work undertaken pursuant to this Agreement in accordance with Section 6.0, below.
- 3.5** The Municipality may submit written requests ("work requests") to the Director of Stormwater Management ("Director"), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively "County assets").
- 3.6** At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County's use of County assets for the County's own work. For the purpose of this provision, the term "County's own work" shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County's failure or inability to provide County assets as requested, or the County's decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.
- 3.7** While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.6 above, in relation to County assets.
- 3.8** The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

- 3.9** Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

- 4.1** The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

- 5.1** The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.
- 5.2** In the event either party (first party) is requested or required to provide the other party (second party) with the first party's consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

- 6.1** The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Municipality.
- 6.2** For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County's staff. The multiplier includes the County's cost of overhead and incidental costs. A chart listing the hourly rates for County's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.
- 6.3** For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County asset delivered to the designated work site. Invoiced amounts shall be in accordance with the County's schedule of fees and hourly rates incorporated hereto as Exhibit D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).
- 6.4** The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the

County's services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.

- 6.5** The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days' notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.
- 6.6** Direct expenses for completion of all work outside of DuPage County may be invoiced to the Municipality at the rates stated in Exhibit C. The Municipality shall pay on an actual cost basis without any markup or multiplier.
 - 6.6.1 For all direct expenses costing more than \$25.00, the COUNTY shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.
 - 6.6.2 County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).
 - 6.6.3 The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.
- 6.7** When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

- 7.1** Each party (as the "Indemnitor") shall indemnify and hold harmless the other party, its officials, officers and employees (the "Indemnatee Class") from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or

connected with, the Indemnitor's negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

- 7.2** To the extent allowed, the Municipality shall maintain the following coverage:
- 7.2.1 Commercial General Liability in an amount no less than \$2,000,000.00 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The General Aggregates shall be twice the required occurrence limit. The Municipality shall name the County, its officials, employees, agents and volunteers as additional insured as respects liability arising out of the Municipality's performance under the Agreement.
- 7.2.2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for vehicles owned, non-owned, or rented with respect to the Municipality's performance under this Agreement.
- 7.2.3. First Party Property coverage for the County assets in the care custody and control of the Municipality. The County shall be named as a Loss Payee as its interest may appear..
- 7.3** To the extent allowed, the County shall maintain the following coverage:
- 7.3.1 Commercial General Liability in an amount no less than \$2,000,000.00 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The General Aggregates shall be twice the required occurrence limit. The County shall name the Municipality, its officials, employees, agents and volunteers as additional insured as respects liability arising out of the County's performance under the Agreement.
- 7.3.2. Business Automobile Liability: 1,000,000 combined single limit per accident for bodily injury and property damage.
- 7.4** The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party's indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties' insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

- 8.1** This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.
- 8.2** This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.

- 8.3** This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
- 8.4** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 8.5** Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.
- 8.6** There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 8.7** In the event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.
- 8.8** Any required notice shall be sent to the following addresses and parties:

Village of Burr Ridge
Public Works Department
451 Commerce Drive
Burr Ridge, IL 60527
Attn: Director of Public Works

DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director of Stormwater Management

- 8.9** The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

- 9.1** All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the MUNICIPALITY shall be directed to:

Village of Burr Ridge
Public Works Department
Attn: Stormwater Administrator

451 Commerce Drive
Burr Ridge, IL 60527
E-mail: dpressig@burr-ridge.gov

Notices served upon the County shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

- 10.1** As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.
- 10.2** The initial term of this Agreement shall become effective September 12, 2017 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY

- 11.1** In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 GOVERNING LAW

- 12.1** This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY: _____
Mickey Straub
Mayor
Village of Burr Ridge

ATTEST BY: _____
Karen Thomas
Village Clerk

BY: _____
Daniel Cronin
Chairman
DuPage County Board

ATTEST BY: _____
Gary A. King
County Clerk

Exhibit A
Scope of Work
County Tasks

Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/ or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/ Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed

planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County's main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

Illicit Discharge Detection and Elimination ("IDDE")

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the

extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County's investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

Construction Site Storm Water Runoff Control

Construction Site Storm Water Runoff Control requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Post Construction Storm Water Management in New Development and Redevelopment

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Pollution Prevention / Good Housekeeping for Municipal Operations

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection,

road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.

The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

Monitoring

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

Annual Reporting

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County's website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.

Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality's MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality's municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality's (and County's) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality -owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the

Municipality has the right to access whenever such access by the County is necessary for, or prudent to, its performance of the work identified in Exhibit A. In the event the Municipality is unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality's IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County's work pursuant to this Agreement, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

Construction Site Storm Water Runoff Control

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance ("DCCSFPO").

Post Construction Storm Water Management in New Development and Redevelopment

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

Pollution prevention/ good housekeeping for municipal operations

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.

Reporting

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.

Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

Position	Direct Rate	Billing Rate (Direct Rate x 1.4)
Intern	\$10.00 - \$15.40	\$14.00 - \$21.56
Environmental Technician	\$23.00 - \$30.92	\$32.20 - \$43.29
Senior Environmental Technician	\$23.08 - \$31.02	\$32.31 - \$43.43
Water Quality Specialist	\$24.92 - \$33.51	\$34.89 - \$46.91
Water Quality Supervisor	\$32.59 - \$43.81	\$45.63 - \$61.33

Labor Rates associated with use of County equipment are as follows:

Crew Leader \$45/ hour
Senior Maintenance Worker \$40/ hour
Maintenance Worker \$35/hour

Exhibit D
Standard Rates

Current County equipment list and hourly rates. Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.

Equipment	Year
2016 Big Tex 14TL-20 trailer, VIN: 16VCX2022G2082712	2016
Kubota: 4WD Tractor S/N: 50962	2016
Kubota Utility Vehicle S/N: 24669	2016
60" Riding Mower ZTR S/N: 44816	2016
60" Riding Mower ZTR S/N: 44733	2016
48" Walk Mower Hydro S/N: K9100322	2016
48" Walk Mower Hydro S/N: K100325	2016
Stormwater Chipper BD1390 - SN-4FMUS1516FR002012	2016
Stormwater Bobcat T770 - SN-AT6312253	2016
Trail King Trailer TK70HDG; VIN 1TKJ04423HM092743	2016
Peterbilt 348 - VIN - 2NP3LJ0X4HM434839	2016
Peterbilt 348 w/ Tandem National Crane - VIN - 2NP3LJ0X0HM434840	2016

Chief Madden,

8E

I am writing this letter to inform you I will be resigning my position as a Records Clerk at Burr Ridge Police Department. My final day will be Tuesday, October 31st 2017. I fully intend to work every day I am scheduled up to and including this date. I received a job offer with The Orland Park Police Department and accepted it due to my familiarity with the town and department, as well as its proximity to my residence.

I wanted to briefly state that I enjoyed my time working at The Burr Ridge Police Department and saw everyday as an opportunity to learn and grow both personally and professionally. I would also like to commend the entire staff (sworn and non-sworn) for the excellent work they do in the community and know firsthand that The Department makes a difference in the community every day.

Thank you again for the opportunity.

Respectfully,

A handwritten signature in dark ink, appearing to read 'M. Murray', with a stylized flourish extending to the right.

Mark J. Murray

VILLAGE OF BURR RIDGE

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 10/23/17

PAYMENT DATE: 10/24/17

FI SCAL 17-18

FUND	FUND NAME	PRE-PAID	PAYABLE	TOTAL AMOUNT
10	General Fund		176,549.51	176,549.51
23	Hotel/Motel Tax Fund	1602.85	38,592.58	40,195.43
32	Sidewalks/Pathway Fund		2,657.77	2,657.77
34	Storm Water Management Fund		1,328.20	1,328.20
51	Water Fund		446,310.72	446,310.72
52	Sewer Fund		298.65	298.65
61	Information Technology Fund		1,992.07	1,992.07
TOTAL ALL FUNDS		<u>\$ 1,602.85</u>	<u>\$ 667,729.50</u>	<u>\$ 669,332.35</u>

PAYROLL

PAY PERIOD ENDING OCTOBER 7, 2017

	TOTAL PAYROLL
Legislation	740.15
Administration	20,383.58
Community Development	8,763.42
Finance	10,758.74
Police	136,740.28
Public Works	31,926.85
Water	34,140.90
Sewer	9,711.51
IT Fund	368.16
TOTAL	<u>\$ 253,533.59</u>

GRAND TOTAL	<u>\$ 922,865.94</u>
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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
EXP CHECK RUN DATES 10/16/2017 - 10/22/2017
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					
10-1010-50-5010	BurrRidge labor general/legal-S	Clark Baird Smith LLP	09/30/17	9003	2,847.50
10-1010-50-5015	Ordinance prosecution-Sep'17	Christine Charkewycz	10/01/17	28	780.00
10-1010-80-8010	BR Briefs newsletters-Sep'17	Postmaster	09/18/17	94 Sep2017	955.06
10-1010-80-8025	Police officer recruitment list	The Blue Line	10/04/17	36084	397.00
10-1010-80-8025	2018 IFPCA membership dues-Oct'	Illinois Fire & Police Co	10/01/17	Oct2017	375.00
10-1010-80-8025	Applicant credit reports/3-Sep'	Metro-Western Cook	09/30/17	408778 73365	108.00
10-1010-80-8025	Pol. appl polygraph exam/Grabow	Theodore Polygraph Servic	09/29/17	5840	150.00
10-1010-80-8025	Pol. appl polygraph exam/Wright	Theodore Polygraph Servic	09/30/17	5847	150.00
10-1010-80-8025	Pol. appl polygraph exam/Cepeda	Theodore Polygraph Servic	09/30/17	5847	150.00
10-1010-80-8025	Pol. appl credit checks/5-Oct'1	Metro-Western Cook	10/15/17	14956_73435	180.00
Total For Dept 1010 Boards & Commissions					6,092.56
Dept 2010 Administration					
10-2010-40-4030	Dental insurance-Nov'17	Delta Dental of Illinois-	11/01/17	10373_1032289	454.24
Total For Dept 2010 Administration					454.24
Dept 3010 Community Development					
10-3010-40-4030	Dental insurance-Nov'17	Delta Dental of Illinois-	11/01/17	10373_1032289	248.90
10-3010-50-5075	B&F plan review/permit #17-292/	B & F Construction Code S	10/03/17	47749	521.62
10-3010-50-5075	B&F plan review/permit 317-297/	B & F Construction Code S	10/05/17	47769	225.00
10-3010-50-5075	B&F plan review/permit #17-303/	B & F Construction Code S	10/06/17	47779	1,070.00
Total For Dept 3010 Community Development					2,065.52
Dept 4010 Finance					
10-4010-40-4030	Dental insurance-Nov'17	Delta Dental of Illinois-	11/01/17	10373_1032289	140.56
Total For Dept 4010 Finance					140.56
Dept 4020 Central Services					
10-4020-50-5081	FSA monthly fee-Sep'17	Discovery Benefits, Inc.	09/30/17	12993_799161-IN	83.00
10-4020-50-5081	IRMA deductible/less crdt-Sep'1	I.R.M.A.	09/30/17	SALES0016421	691.74
10-4020-60-6000	PFX-M13U13 2-Fastener File Fold	Runco Office Supply	10/11/17	5527 697133-0	75.98
10-4020-60-6000	QUA-89606 Filing envelope, ungu	Runco Office Supply	10/11/17	5527 697133-0	170.97
10-4020-60-6000	UNV-35264 Clasp envelope 9 x 12	Runco Office Supply	10/11/17	5527 697133-0	13.98
10-4020-60-6000	AVE-5165 Labels 8.5 x 11	Runco Office Supply	10/11/17	5527 697133-0	22.99
10-4020-60-6000	MMM-654-YW Post-It pads 3 x 3 p	Runco Office Supply	10/11/17	5527 697133-0	10.99
10-4020-60-6000	MMM-630-6PK Post-It pads 3 x 3	Runco Office Supply	10/11/17	5527 697133-0	7.49
10-4020-60-6000	MMM-R-335-YW Post-It 3 x 3 line	Runco Office Supply	10/11/17	5527 697133-0	6.99
10-4020-60-6000	MMM-653-YW Post-It pads 1.5 x 2	Runco Office Supply	10/11/17	5527 697133-0	4.99
10-4020-60-6000	MMM-559 Flip Chart unlined 2/pa	Runco Office Supply	10/11/17	5527 697133-0	79.98
10-4020-60-6000	AVE-98073 Glue Sticks 1.27 oz 6	Runco Office Supply	10/11/17	5527 697133-0	7.99
10-4020-60-6000	AVE-21448 Stamp Pad Inker black	Runco Office Supply	10/11/17	5527 697133-0	1.99
10-4020-60-6000	AVE-21447 Stamp Pad Inker red	Runco Office Supply	10/11/17	5527 697133-0	1.99
10-4020-60-6000	BIC-GREM11-BE Roller ball pens	Runco Office Supply	10/11/17	5527 697133-0	19.98
10-4020-60-6000	UNV-43032 Tripod Dry Erase Ease	Runco Office Supply	10/11/17	5527 697133-0	158.00
10-4020-60-6010	1cs coffee & supls/PD-Oct'17	Commercial Coffee Service	10/18/17	541 144525	34.95
10-4020-60-6010	2 cs coffee & supls/VH-Oct'17	Commercial Coffee Service	10/13/17	539 144479	76.40
10-4020-60-6010	Copier paper 8.5x11/10ct-Oct'17	Runco Office Supply	10/11/17	5527 697121-0	285.00
Total For Dept 4020 Central Services					1,755.40
Dept 5010 Police					
10-5010-40-4030	Dental insurance-Nov'17	Delta Dental of Illinois-	11/01/17	10373 1032289	2,384.90
10-5010-40-4032	Gold Nameplate with Pin Attache	CALEA	09/28/17	26223	8.00
10-5010-40-4032	Silver Nameplate with Pin Attac	CALEA	09/28/17	26223	8.00
10-5010-40-4032	Silver Nameplate with Pin Attac	CALEA	09/28/17	26223	8.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police					
10-5010-40-4032	Shipping Charges	CALEA	09/28/17	26223	7.00
10-5010-40-4032	Shirt style vest cover/Vulpo-Oc	JG Uniforms, Inc.	10/09/17	26467	175.00
10-5010-40-4032	Shirt style vest cover/Garcia-O	JG Uniforms, Inc.	10/09/17	26474	175.00
10-5010-40-4032	Uniforms/Husarik-Oct'17	Ray O'Herron Co., Inc.	10/09/17	1754770-IN	148.50
10-5010-40-4042	DJOA fall conf/Wirth-Oct'17	DuPage Juvenile Officers'	10/25/17	October2017	65.00
10-5010-40-4042	LERMI mtg/3-12/01/17	Law Enforcement Records M	10/12/17	Dec2017	95.00
10-5010-50-5045	DuComm dispatch-Nov'17/Jan'18	DU-COMM	10/01/17	16115	72,730.25
10-5010-50-5050	Radio equip maint-Nov'17	J&L Electronic Service, I	11/01/17	9575 1001151	37.90
10-5010-50-5051	Repair tire/unit #1703-Oct'17	B & E Auto Repair Service	10/06/17	1675 131717	30.00
10-5010-50-5051	Vehicle washing/28-Sep'17	Fuller's Car Wash	10/01/17	5021	381.94
10-5010-50-5051	GOF & rprs/unit #13-04/Sep'17	Willowbrook Ford	09/20/17	6252554/4	993.72
10-5010-50-5051	GOF/unit #1416-Oct'17	Willowbrook Ford	10/02/17	6253553/2	47.95
10-5010-50-5051	GOF, rpr 2 tires, alignment/#16	Willowbrook Ford	10/04/17	6253773/2	211.90
10-5010-50-5095	Starcom21 network-Oct'17	Motorola Solutions - STAR	10/01/17	317248312017	68.00
10-5010-50-5095	Random drug screen/3-Sep'17	First Advantage Occupatic	09/30/17	948133 2519271709	80.25
10-5010-60-6000	Clorox wipes/1ct-Oct'17	Runco Office Supply	10/11/17	5901 697139-0	32.99
10-5010-60-6000	Swiffer duster kit-Oct'17	Runco Office Supply	10/11/17	5901 697139-0	11.90
10-5010-60-6000	9x12 envelopes/1bx-Oct'17	Runco Office Supply	10/11/17	5901 697139-0	7.99
10-5010-60-6010	Shooting supls-Oct'17	Ray O'Herron Co., Inc.	10/09/17	1754769-IN	61.60
10-5010-60-6010	UNV40105 catalog envelope/1bx-O	Runco Office Supply	10/03/17	5901 696436-0	31.99
10-5010-60-6010	BSN36665 clasp envelope/3bxs-Oc	Runco Office Supply	10/03/17	5901 696436-0	29.97
10-5010-60-6010	BSN 36667 clasp envelopes/3bxs-	Runco Office Supply	10/03/17	5901 696436-0	50.97
10-5010-60-6020	Gasoline/Chief-Sep'17	Shell Oil Company	10/26/17	5216376709	67.68
10-5010-70-7000	Custom Molle vest cover/Wisch-O	JG Uniforms, Inc.	10/09/17	26466	187.00
10-5010-70-7000	Shirt style vest cover-2/Weeks-	JG Uniforms, Inc.	10/09/17	26469	370.00
10-5010-70-7000	Shirt style vest cover/2-Glosky	JG Uniforms, Inc.	10/09/17	26470	360.00
10-5010-70-7000	Shirt style vest cover/1-Valent	JG Uniforms, Inc.	10/09/17	26471	158.00
10-5010-70-7020	Pchs/instl gun rack/unit #9-Oct	Public Safety Direct, Inc	10/02/17	91005	349.99
Total For Dept 5010 Police					79,376.39
Dept 6010 Public Works					
10-6010-40-4030	Dental insurance-Nov'17	Delta Dental of Illinois-	11/01/17	10373 1032289	691.10
10-6010-40-4032	Uniform rental/cleaning-10/03/1	Breens Inc.	10/03/17	9027 368403	72.14
10-6010-40-4040	ILL. PE license renewal/Miedema	James Miedema	10/02/17	Oct2017	61.41
10-6010-40-4042	Mileage to/from PW/VH-Benedict-	Shirley Benedict	10/04/17	Sep2017	32.10
10-6010-40-4042	Mileage to/from PW/VH-Rothbard/	Catherine R. Rothbard	09/30/17	Sep2017	38.52
10-6010-40-4042	Supv Reasonable Suspicion trg/3	I.R.M.A.	09/30/17	IVC010271	25.50
10-6010-50-5050	Repair sweeper unit #28/partial	Standard Equipment Co.	07/24/17	12410 A49215	8,162.76
10-6010-50-5050	Repair sweeper unit #28/final-A	Standard Equipment Co.	08/31/17	A69215-A	3,638.09
10-6010-50-5051	Vehicle safety test/unit #28-Se	Courtney's Safety Lane, I	09/29/17	3242	35.00
10-6010-50-5051	Vehicle safety test/unit #39-Oc	Courtney's Safety Lane, I	10/02/17	3266	35.00
10-6010-50-5051	Vehicle safety test/#31-Oct'17	Courtney's Safety Lane, I	10/03/17	3272	35.00
10-6010-50-5051	Vehicle washing-Sep'17	Fuller's Car Wash	10/01/17	5017	4.99
10-6010-50-5051	Sys. diagnostics/'13 Ford SD TK	Willowbrook Ford	09/29/17	6253318/1	135.00
10-6010-50-5054	Rpr street light-Stevens Pk-Aug	Rag's Electric	08/31/17	21323	1,537.36
10-6010-50-5054	Rpr street lights/4 locs-Sep'17	Rag's Electric	09/26/17	21392	884.96
10-6010-50-5054	Rpr street light/BR Glenn-Sep'17	Rag's Electric	09/26/17	21396	267.40
10-6010-50-5055	Electric/Mad. RR crossing-Oct'1	COMED	10/03/17	3699071070/Oct17	39.10
10-6010-50-5055	RR crossing horn maint/97th Mad	Meade Electric Company, I	09/26/17	14863 679061	278.02
10-6010-50-5055	Traf. signal maint/Bridewell-Se	Meade Electric Company, I	09/29/17	14863 683510	175.00
10-6010-50-5065	Electric/Village street lights-	Dynegy Energy Services, I	09/28/17	196015417091	2,668.00
10-6010-50-5085	Shop towel rental-10/03/17	Breens Inc.	10/03/17	9027 368403	4.50
10-6010-50-5095	Random drug screen/2-Sep'17	First Advantage Occupatic	09/30/17	948133 2519271709	55.50

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-50-5097	Pkwy tree/stump removal/51-Sep1	Desiderio Landscaping LLC	09/27/17	9066	48,836.70
10-6010-50-5097	Fall tree pchs/25-Aug'17	West Central Municipal Cc	08/28/17	202 0006515-IN	5,125.00
10-6010-60-6010	Welding contact tip/3-Sep'17	American Welding & Gas,In	09/20/17	58588 05065349	12.60
10-6010-60-6010	Sanding respirator & supls-Sep'	Menards - Hodgkins	09/25/17	32060290 81366	55.92
10-6010-60-6010	Ceiling/wall light w/guard-Sep1	Menards - Hodgkins	09/28/17	32060290 81702	14.99
10-6010-60-6010	Misc. electrical supls-Sep'17	Menards - Hodgkins	09/28/17	32060290 81702	7.36
10-6010-60-6010	Metal sheeting (dump body rpr)S	Napco Steel, Inc.	09/18/17	410759	270.00
10-6010-60-6010	Acetylene #4 cyl-Sep'17	Praxair Distribution, Inc	09/16/17	71753137 78937123	130.97
10-6010-60-6010	AR STAR 14-S tank/1-Sep'17	Praxair Distribution, Inc	09/26/17	71753137 79096924	115.25
10-6010-60-6020	Diesel fuel-Sep'17	SuperFleet MasterCard Pro	09/26/17	FB346_Sep2017	1,537.85
10-6010-60-6040	Split pin/safety pin-3/Sep'17	McCann Industries, Inc.	09/28/17	07227595	24.70
10-6010-60-6042	Specco patch/8-Sep'17	Carroll Distributing &	09/26/17	LE029047	143.32
10-6010-60-6042	Topsoil/1 CuYd-Sep'17	Hinsdale Nurseries, Inc.	09/28/17	1586982	26.50
10-6010-60-6042	Ptbl vacuum & battery-Sep'17	Home Depot Credit Service	09/11/17	9062073	198.00
10-6010-60-6042	100W ballast kit/1-Sep'17	Industrial Electric Suppl	09/27/17	VILLA02 251634	42.50
10-6010-60-6042	Cold patch/5.76ton-Sep'17	K-Five Hodgkins, LLC	09/07/17	2095 4163	806.40
10-6010-60-6042	Contractor mix seed/25lb-Sep'17	Tameling Industries	09/28/17	0119463-IN	60.00
10-6010-60-6042	topsoil/2yds-Sep'17	Tameling Industries	09/28/17	0119463-IN	60.00
10-6010-60-6043	IDOT Cl 1 Seed for Pkwy Restora	National Seed	09/25/17	82911 575760SI	550.00
10-6010-60-6043	Pennmulch 50lb	National Seed	09/25/17	82911 575760SI	372.00
10-6010-60-6043	Refd overpmt res. tree pchs/Boz	Bruce Bozich	10/16/17	Oct2017	59.00
10-6010-60-6050	Misc. hand tools/17 items-Sep'1	Home Depot Credit Service	09/11/17	9062072	188.74
Total For Dept 6010 Public Works					77,514.25
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Pwr wash HVAC condenser coils/3	Dynamic Heating & Piping	06/12/17	202430	3,190.00
10-6020-50-5052	Add receptacle for welder/PW-Au	Rag's Electric	08/31/17	21357-1	1,021.84
10-6020-50-5052	Electrical repairs/PW-Aug'17	Rag's Electric	08/31/17	21357-2	3,142.00
10-6020-50-5057	Utility & Park Sites-mowing-Sep	Desiderio Landscaping LLC	10/03/17	9084	874.00
10-6020-50-5058	Mat rental/PD-10/03/17	Breens Inc.	10/03/17	9028 368398	18.00
10-6020-50-5058	Mat rental/PW & VH-10/03/17	Breens Inc.	10/03/17	9028 368398	12.00
10-6020-50-5058	Cell cleaning-Oct'17	Service Master	10/01/17	187644	275.00
10-6020-50-5080	Electric/Lakewood aerator-Oct'1	COMED	10/03/17	9258507004/Oct17	151.28
10-6020-50-5080	Electric/Windsor aerator-Oct'17	COMED	10/03/17	9342034001/Oct17	112.83
10-6020-50-5080	PW sewer charge-Sep'17	Flagg Creek Water Reclama	09/26/17	008917-000/Sep17	50.54
10-6020-60-6010	1st aid cabinet supls/VH-Oct'17	American First Aid Servic	10/09/17	54777	39.35
10-6020-60-6010	1st aid cabinet supls/PD-Oct'17	American First Aid Servic	10/08/17	54778	20.25
10-6020-60-6010	F96T12 fluorescent bulbs/7-Aug1	Industrial Electric Suppl	08/30/17	VILLA02 251010	38.50
10-6020-60-6010	Handicap ADA stencil (parking l	Traffic Control & Protect	09/29/17	90540	205.00
Total For Dept 6020 Buildings & Grounds					9,150.59
Total For Fund 10 General Fund					176,549.51
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5069	Added areas - Mowing-Sep17	Desiderio Landscaping LLC	10/03/17	9084	1,265.00
23-7030-50-5069	Municipal Campus mowing-Sep'17	Desiderio Landscaping LLC	10/03/17	9084	3,956.07
23-7030-50-5069	Medians & Gateways mowing-Sep17	Desiderio Landscaping LLC	10/03/17	9084	4,083.00
23-7030-50-5069	County Line Rd @ I55 mowing-Sep	Desiderio Landscaping LLC	10/03/17	9084	988.00
23-7030-50-5069	Spring and Fall Cleanups-Sep17	Desiderio Landscaping LLC	10/03/17	9084	600.00
23-7030-50-5069	Herbicide & Fertilizer-mowing-S	Desiderio Landscaping LLC	10/03/17	9084	1,451.43
23-7030-50-5069	Roadside Mowing-Sep17	Desiderio Landscaping LLC	10/03/17	9084	967.50
23-7030-50-5075	Electric/median lighting-Oct'17	COMED	10/03/17	1319028022/Oct17	86.46

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5075	IDOT Cl 4A Low Profile for CLR	National Seed	09/25/17	82911 575760SI	250.00
23-7030-80-8012	Concerts on the Green banners/7	Bannerville USA	06/17/17	23465	175.00
23-7030-80-8012	Concerts on the Green banners-J	Bannerville USA	07/20/17	23620	50.00
23-7030-80-8012	Concert custom banners/2-Aug'17	Bannerville USA	08/22/17	23782	50.00
23-7030-80-8050	Armed Forces & July 4th banners	Bannerville USA	05/11/17	23278	58.00
23-7030-80-8050	Secretary of State decals/2-Aug	Bannerville USA	08/15/17	23738	25.00
23-7030-80-8050	Ad-H/M promotions-Sep17	Rock Valley Publishing, I	09/30/17	16698/sEP17	403.92
23-7030-80-8055	H/M marketing-Sep'17	Boost Creative Marketing	09/30/17	1165	12,075.00
23-7030-80-8055	H/M advertising-Sep'17	Boost Creative Marketing	09/30/17	1166	11,078.55
23-7030-80-8055	Restaurant mkting/soc. media mg	Boost Creative Marketing	09/30/17	21061	2,632.50
Total For Dept 7030 Special Revenue Hotel/Motel					40,195.43
Total For Fund 23 Hotel/Motel Tax Fund					40,195.43
Fund 32 Sidewalks/Pathway Fund					
Dept 8020 Sidewalks/Pathway					
32-8020-70-7052	CLR ROW improvements/eng-Sep'17	Burns & McDonnell	09/25/17	68491-11	2,657.77
Total For Dept 8020 Sidewalks/Pathway					2,657.77
Total For Fund 32 Sidewalks/Pathway Fund					2,657.77
Fund 34 Storm Water Management Fund					
Dept 8040 Storm Water Management					
34-8040-70-7051	Culvert rplmnt supls/95th Pl-Se	Kieft Brothers, Inc	09/26/17	226444	1,328.20
Total For Dept 8040 Storm Water Management					1,328.20
Total For Fund 34 Storm Water Management Fund					1,328.20
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4030	Dental insurance-Nov'17	Delta Dental of Illinois-	11/01/17	10373 1032289	510.84
51-6030-40-4032	Uniform rental/cleaning-10/03/1	Breens Inc.	10/03/17	9027 368403	79.18
51-6030-50-5020	Coliform water tests/13-Sep'17	Envirotest Perry Laborat	10/02/17	17-132684	110.50
51-6030-50-5020	Lead/copper wtr sample tests-Se	PDC Laboratories, Inc.	09/15/17	IL0434190_875252	450.00
51-6030-50-5052	Utility & Park Sites-Sep'17	Desiderio Landscaping LLC	10/03/17	9084	374.65
51-6030-50-5080	Electric/well #5-Oct'17	COMED	10/02/17	449129016/Oct17	247.78
51-6030-50-5080	Electric/2M tank-Oct'17	COMED	10/03/17	9256332027/Oct17	154.71
51-6030-60-6000	Misc. office supls-Oct'17	Runco Office Supply	10/05/17	5649_696707-0	20.79
51-6030-60-6010	Topsoil/5 CuYds-Sep'17	Hinsdale Nurseries, Inc.	09/28/17	1586958	132.50
51-6030-60-6010	Topsoil/4 CuYds-Oct'17	Hinsdale Nurseries, Inc.	10/03/17	1587847	106.00
51-6030-60-6010	Pipe fittings, tape, hose-Sep'1	McMaster-Carr Supply Comp	09/26/17	46849228	167.26
51-6030-60-6010	End cap & brass fittings-Sep'17	Menards - Hodgkins	09/28/17	32060290 81699	41.99
51-6030-60-6010	Cert CM-06 stone/22.90 ton-Sep'	Ozinga Materials, Inc.	09/16/17	21210 61630	337.78
51-6030-60-6010	Cert CM-06 stone/23.85 ton-Sep'	Ozinga Materials, Inc.	09/16/17	21210 61630	351.79
51-6030-60-6010	Cert CM-06 stone/23.85 ton-Sep'	Ozinga Materials, Inc.	09/16/17	21210 61630	351.79
51-6030-60-6010	Cert CM-06 stone/23.09 ton-Sep'	Ozinga Materials, Inc.	09/29/17	21210 61987	340.58
51-6030-60-6010	Cert CM-06 stone/23.02 ton-Sep'	Ozinga Materials, Inc.	09/29/17	21210 61987	339.55
51-6030-60-6010	Cert CM-06 stone/23.44 ton-Sep'	Ozinga Materials, Inc.	09/29/17	21210 61987	345.74
51-6030-60-6010	16" poly street broom-Oct'17	Russo's Power Equipment	10/02/17	1009793 4465100	13.99
51-6030-60-6010	Brass unions, tees & fittings-S	USA Blue Book	09/26/17	660436 376843	193.53
51-6030-60-6040	8"x18" All SS repair clamp-1/Se	EJ USA, Inc	09/28/17	110170085827	248.95
51-6030-60-6040	8"x24" All SS repair clamp-1/Se	EJ USA, Inc	09/28/17	110170085827	293.79
51-6030-60-6040	Superior EJ-1 chlorine gas ejec	USA Blue Book	09/27/17	660436 377968	484.71
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3101225/Oct17	440.02

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Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3101236/Oct17	192.52
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3107810/Oct17	547.27
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3108491/Oct17	720.52
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3108351/Oct17	902.02
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3108363/Oct17	143.02
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3108511/Oct17	126.52
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3108531/Oct17	167.77
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3108540/Oct17	621.52
51-6030-60-6070	Hnsdl water pchs-Sep'17	Village of Hinsdale	10/02/17	3108560/Oct17	530.77
51-6030-60-6070	Bedford water/81,240,000gal-Sep	Village of Bedford Park	10/05/17	0020060000Sep17	433,009.20
51-6030-70-7000	Wheel transportation kit-Sep'17	Home Depot Credit Service	09/22/17	8662331	144.18
51-6030-70-7000	PTS4V 4" trash pump-Oct'17	Russo's Power Equipment	10/02/17	1009793_4465097	3,066.99
Total For Dept 6030 Water Operations					446,310.72
Total For Fund 51 Water Fund					446,310.72
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4030	Dental insurance-Nov'17	Delta Dental of Illinois	11/01/17	10373_1032289	155.66
52-6040-40-4032	Uniform rental/cleaning-10/03/1	Breens Inc.	10/03/17	9027_368403	24.63
52-6040-50-5080	Electric/C"Moor L.S.-Oct'17	COMED	10/03/17	0356595009/Oct17	118.36
Total For Dept 6040 Sewer Operations					298.65
Total For Fund 52 Sewer Fund					298.65
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5050	Rpl paper pickup unit/HP 5550-O	Image Systems & Business	10/05/17	IS1177_255077	104.50
61-4040-60-6010	CP2025 yel lsr toner/PW-Oct'17	Runco Office Supply	10/05/17	5649_696707-0	108.00
61-4040-60-6010	HP727 yl. ink cartridge/PW-Oct'	Runco Office Supply	10/05/17	5649_696707-0	67.98
61-4040-60-6010	HP CE400A blk lsr toner/PD-Oct1	Runco Office Supply	10/11/17	5901_697137-0	136.99
61-4040-60-6010	HP CE401A cyan lsr toner/PD-Oct	Runco Office Supply	10/11/17	5901_697137-0	188.00
61-4040-60-6010	HP CE402A yel. lsr toner/PD-Oct	Runco Office Supply	10/11/17	5901_697137-0	188.00
61-4040-60-6010	HP CE403A mgnta lsr toner/PD-Oc	Runco Office Supply	10/11/17	5901_697137-0	188.00
61-4040-60-6010	C9730A Blk toner crtrdg/1-Oct'1	Runco Office Supply	10/11/17	5527_697162-0	269.00
61-4040-60-6010	C9733A Mgnta toner crtrdg/2-Oct	Runco Office Supply	10/11/17	5527_697162-0	741.60
Total For Dept 4040 Information Technology					1,992.07
Total For Fund 61 Information Technology Fund					1,992.07

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DB: Burr Ridge

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Fund Totals:

Fund 10 General Fund	176,549.51
Fund 23 Hotel/Motel Tax Fund	40,195.43
Fund 32 Sidewalks/Pathway Fund	2,657.77
Fund 34 Storm Water Management F	1,328.20
Fund 51 Water Fund	446,310.72
Fund 52 Sewer Fund	298.65
Fund 61 Information Technology F	1,992.07

Total For All Funds:	669,332.35
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