

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

**May 14, 2018  
7:00 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE  
Liam Newman – Gower 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 April 23, 2018
- B. \* Receive and File Draft Plan Commission Meeting of May 7, 2018
- C. \* Receive and File Draft Stormwater Committee Meeting of May 8, 2018
- D. \* Receive and File Local School Committee Meeting of April 19, 2018

**6. ORDINANCES**

**7. RESOLUTIONS**

- A. \* Adoption of A Resolution Establishing a Fund Balance for the General Fund and Maintaining a Balanced Budget
- B. \* Adoption of A Resolution Approving the Release of a Storm Sewer Easement Created by the Plat of Subdivision for Devon Woods (One Shenandoah Court
- C. \* Adoption of Resolution Authorizing Settlement Agreement (Lot 4 Devon Woods Subdivision – One Shenandoah Court)

**8. CONSIDERATIONS**

- A. Consideration of Plan Commission Recommendation to Approve an Amendment to Planned Unit Development Ordinance #A-834-24-15 and a Special Use Approval as per the Burr Ridge Zoning Ordinance for a

Restaurant with Drive-thru Facilities in a B-2 Business District (Z-05-2018; 9101 Kingery Highway - McDonald's)

- B. Update from the Local School Committee
- C. Consideration of Mayor's Nomination to Appoint Barry Irwin to the Plan Commission for a term Expiring on February 1, 2023
- D. \* Approval of Recommendation to Award Contract for Hydrant Installations in Hinsdale Industrial Park to Vian Construction Co., Inc., in the Amount of \$36,200, and Contract for Hydrant Materials to East Jordan Iron Works, in the amount of \$26,690
- E. \* Approval of Recommendation to Award Contract for Engineering Services for the Burr Ridge Parkway LAFO Resurfacing Project to Patrick Engineering, Inc., of Lisle, Illinois, in the amount of \$83,885
- F. \* Approval of Recommendation to Award Contract for FY 2018-19 Street Sweeping Services to Lakeshore Recycling Systems, of West Chicago, Illinois, in the amount of \$26,364
- G. \* Approval of Recommendation to Award Contract for 2018-2019 Bulk Rock Salt Purchase to The Detroit Salt Company in the amount of \$107,440
- H. \* Approval of Recommendation to Award Contract for the Purchase of Patrol Carbine Accessories to Clyde Armory, of Athens, Georgia, in the amount of \$8,413
- I. \* Approval of Contract with Attorney Christine Charkewycz for Continued Legal Services for the Prosecution of Traffic and Municipal Ordinance Violations
- J. \* Approval of Mayor's Nomination to Appoint Raymond Lucas to the Police Pension Board for a term Expiring on May 1, 2020
- K. \* Approval of Mayor's Nomination to Appoint Trustee Tony Schiappa to the Street Policy Committee for a term Expiring on May 1, 2019
- L. \* Approval of Request from the Flagg Creek Heritage Society for Donation from Hotel/Motel Tax Funds for the Robert Vial House Museum
- M. \* Approval of Request from I & M Canal National Heritage Corridor for Donation from Hotel/Motel Tax Fund for the Village's 2018 Annual Dues
- N. \* Approval of Request for Raffle License for Gower PTO and Hosting Facility License for Burr Ridge Community Center for Event on May 19, 2018

- O. \* Approval of Request from Police Department to Solicit Funds to Support the National C.O.P.S. (Concerns of Police Survivors) Conference being held in Oak Brook on November 9-11, 2018
- P. \* Receive and File Resignation Letter from Probationary Police Officer Romond Payne
- Q. \* Approval of Recommendation to Hire Replacement Patrol Officer to Fill Vacancy Created by the Resignation of Officer Romond Payne
- R. \* Approval of FY 17-18 Vendor List in the Amount of \$113,539.22 for all Funds, plus \$257,279.85 for payroll, for a grand total of \$370,819.07, which includes a Special Expenditure of \$19,690.00 to Kramer Tree Specialists for spring branch pickup
- S. \* Approval of FY 18-19 Vendor List in the Amount of \$51,815.65 for all Funds, plus \$254,565.96 for payroll, for a grand total of \$306,381.61, which includes no Special Expenditures
- T. Other Considerations – For Announcement, Deliberation and/or Discussion only – No Official Action will be Taken

**9. RESIDENT COMMENTS**

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

**11. NON-RESIDENT COMMENTS**

**12. ADJOURNMENT**

**TO:** Mayor and Board of Trustees  
**FROM:** Village Administrator Doug Pollock and Staff  
**SUBJECT:** Regular Meeting of May 14, 2018  
**DATE:** May 11, 2018

**PLEDGE OF ALLEGIANCE:** Liam Newman, Gower Middle School

**6. ORDINANCES**

**7. RESOLUTIONS**

**A. Policy Regarding Balanced Budgets**

At its April 23, 2018 meeting, the Board of Trustees adopted a policy regarding the minimum fund balance and maintaining a balanced budget. Attached is a Resolution formalizing the adoption of this policy.

**It is our recommendation:** that the Board adopts the Resolution.

**B. Vacate Storm Sewer Easement – 1 Shenandoah Court**

**C. Approve Settlement Agreement – 1 Shenandoah Court**

The above items relate to a pending lawsuit regarding a landscape preservation restriction on the property at 1 Shenandoah Court (also known as Lot 4 in Devon Woods). In 2013, the property owner removed some underbrush from the subject property. That work was called to staff's attention and due to a landscape preservation restriction that was placed on the property via annexation agreement and covenant, staff immediately issued a stop work order. Subsequently, the owner questioned the terms and authority of the landscape preservation restriction and eventually filed suit seeking to have the Village remove the stop work order.

In the interim, staff and the Village Attorney have worked with the owner's Attorney to reach a compromise. The current landscape preservation restriction prohibits the removal of any and all plant materials from a 100-foot buffer area along the west side of the property. This is not typical for a residential subdivision and is well beyond all other landscaping preservation regulations of the Village (which are typically limited to larger shade trees).

The proposed settlement agreement would replace the landscaping preservation restriction with a tree preservation easement. The new easement would require preservation of all trees within 75 feet of the west property line but would allow removal of under story trees and shrubs. This is consistent with the intent of the original preservation easement to maintain the buffer area but also allows the property owner to make reasonable use of the property. To

the best of staff's knowledge, adjacent residents are satisfied with this agreement.

Also included is a Resolution vacating a storm sewer easement. This easement serves no purpose and interferes with the placement of a home on the property (the property is currently vacant).

**It is our recommendation:** that the Board adopts the Resolutions.

## **8. CONSIDERATIONS**

### **A. Plan Commission Recommendation - Amend PUD Ordinance (Z-05-2018; 9101 Kingery Highway - McDonald's)**

Please find attached a letter from the Plan Commission recommending approval of an amendment to PUD Ordinance #834-24-15 (Spectrum) and for two special uses for a single-tenant restaurant and drive-through facilities accessory to any permitted or special use for McDonald's, LLC or a designated franchisee at 9101 Kingery Highway. The Plan Commission also recommends a variation be granted to the petitioner to permit four wall signs on the property; the petitioner is permitted to have two wall signs in addition to a permitted ground sign.

The petitioner, McDonald's, LLC, has requested the special uses to establish a single-tenant restaurant with drive-through facilities at the southeast corner of Kingery Highway and 91<sup>st</sup> Street. Meetings/public hearings were held by the Plan Commission on March 19 and May 7 to consider this request. The primary discussion in these meetings was related to traffic generated by the use, specifically regarding egress from the restaurant on 91<sup>st</sup> Street. The Plan Commission concluded that while additional traffic would be generated by the use, the improvements made to widen 91<sup>st</sup> Street would create an acceptable amount of capacity to handle this increase in traffic. Other discussions were held regarding building elevations, crime, and signage. Approximately ten residents from the Fallingwater subdivision and the unincorporated area north of 91<sup>st</sup> Street attended the public hearings and objected to the proposed use.

**It is our recommendation:** that staff be directed to prepare Ordinances approving the special uses and sign variation.

### **B. Update from the Local School Committee**

The Local School Committee was created by the Board of Trustees on December 11, 2017. Their primary mission is to "provide information to the public and to the Board of Trustees regarding local school matters and to provide a positive influence for local schools and the community" (quoted from their April 3, 2018 minutes).

The Local School Committee has met three times since their inception. Minutes from the first two meetings have been provided to the Board of

Trustees. At their latest meeting on May 10, 2018, the Committee unanimously approved a motion to approve an administrative complaint to be filed with the U.S. Department of Education Office for Civil Rights alleging that the District 86 School Board has engaged in unlawful discrimination based upon the fixing of improper attendance boundaries, the continuation and expansion of the unlawful setting of those boundaries, and the continuing dedication of increased resources to Hinsdale Central High School disproportionately to Hinsdale South High School, directly resulting in an increased and increasing minority population in Hinsdale South High School, decreased student population overall in Hinsdale South High School and decreased resources, staff and curricular support and offerings devoted to Hinsdale South High School. A full copy of the complaint is attached.

It is the intent of the Committee to assist residents and taxpayers within District 86 to file this complaint and request that the U.S. Department of Education investigate and seek remedial action regarding these alleged violations of federal law. The Village of Burr Ridge would not be a signatory to the complaint. Committee members will distribute a petition seeking signatures from residents and taxpayers who would then file the complaint with the Chicago office of the U.S. Department of Education.

No further action is required of the Board of Trustees. This report is provided as an update for the Trustees.

**C. Appoint Barry Irwin to the Plan Commission**

Mayor Straub is recommending that 8-year resident Barry Irwin be appointed to the Plan Commission for a term expiring February 1, 2023. Enclosed is Mr. Irwin's Volunteer Questionnaire and resume.

**It is our recommendation:** that the recommendation to appoint Barry Irwin to the Plan Commission be approved.

**D. Contract for Hydrant Installations – Hinsdale Industrial Park**

The FY 2018-19 Water Fund budget includes \$66,000 to replace 12 fire hydrants in the Hinsdale Industrial Park (Shore Drive and Shore Court). The existing hydrants were installed with the water main in 1970 and several in this location are now non-functioning for their primary emergency purpose. Parts are no longer available for repairs, which situation is present at the corner of S. Frontage Road and Shore Drive. A replacement program for these antiquated hydrants in the Hinsdale industrial Park was deferred from FY2010-11. Because Shore Drive and Shore Court are included in this year's Road Program for curb replacement and roadway resurfacing, replacement of these hydrants has been budgeted at this time.

The Village purchases its fire hydrants from East Jordan Iron Works, of New Lenox, Illinois which is the regional sole-source provider of the East Jordan 5BR250 hydrant in use throughout the Village. The material cost for 12

hydrants from East Jordan Iron Works, using existing joint purchasing arrangements with municipalities, would be \$26,690.

To install these 12 fire hydrants in the Hinsdale Industrial Park prior to Road Program work, the Village obtained price proposals from two reputable contractors. Galaxy Underground, Inc., of Franklin Park, Illinois, and Vian Construction Co., Inc., of Elk Grove Village, Illinois. Galaxy Underground is the sub-contractor for this year's Road Program resurfacing contract with Lindahl Brothers for incidental sewer work required in that contract. Vian Construction is the Village's contractor for emergency water main breaks and has dutifully responded for several such repairs. Both contractors submitted their prices as follows and for which their quotations are provided as attachments:

<b>Contractor</b>	<b>Installation Price Proposal</b>
Vian Construction Co., Inc. Elk Grove Village, IL	\$36,200.00
Galaxy Underground, Inc. New Lenox, IL	\$77,760.00

The lowest responsive and responsible quotation was received from Vian Construction Co., Inc., in the amount of \$36,200. In combination with the material cost for fire hydrants, the total cost is \$62,890. This total cost is \$3,110 less than the FY 2018-19 Water Fund budget estimate for this work.

**It is our recommendation:** that a contract for hydrant installations in Hinsdale Industrial Park be awarded to Vian Construction Co., Inc., of Elk Grove Village, Illinois, in the amount of \$36,200, and a contract for hydrant materials be awarded to East Jordan Iron Works, of New Lenox, Illinois, in the amount of \$26,690.

**E. Contract for Engrg Services - B R Pkwy LAFO Resurfacing Project**

The Village secured federal grant funding in 2016 for the resurfacing of Burr Ridge Parkway between County Line Road and Bridewell Drive. This project is categorized as a Local Agency Functional Overlay (LAFO), which is eligible for MFT, State and/or Federal funding. Federal matching funds for the grant are provided through DuPage Mayors and Managers Conference (DMMC) in the Surface Transportation Program (STP), which would fund 70 percent (70%) of the \$725,000 construction cost estimate. The Village is targeting an IDOT construction letting in April 2019.

The Village budget includes \$85,000 in the FY18-19 Capital Improvements Fund for engineering services to proceed through the complex federal design review process for the federally-funded project on Burr Ridge Parkway. In 2016, the Village had solicited, reviewed and rated engineering consultant proposals for similar projects, and determined that Patrick Engineering, Inc., of Lisle, Illinois, was the most capable in their approach, scope of services, and ability to meet Village expectations for the anticipated letting schedule. Patrick Engineering successfully completed both design engineering and construction

inspection for our 79th Street resurfacing project, which was completed on-schedule and under budget.

Patrick Engineering, Inc. is proposing their professional engineering services for design of the Burr Ridge Parkway LAFO Resurfacing Project at a not-to-exceed fee of \$83,885 as detailed in the attached contract proposal. This fee is \$1,100 less than the FY 18-19 budget for this project.

**It is our recommendation:** that a contract for professional services for Design Engineering of the Burr Ridge Parkway LAFO Resurfacing Project be awarded to Patrick Engineering, Inc., of Lisle, Illinois, in the amount of \$83,885.

**F. Contract for FY 2018-19 Street Sweeping Services**

The Village opened sealed bids for the Street Sweeping Services Contract on Thursday, May 10, 2018. Four contractors were vetted and approved to bid through our pre-qualification process, and three (3) submitted their bids as follows:

<b>Contractor</b>	<b>As-Read Base Bid (Routine)</b>	<b>Late- Season Cycle</b>	<b>As-Bid Total Contact Cost</b>
Lakeshore Recycling Systems West Chicago, IL	\$21,970	\$4,394	\$26,364
Waste Management of Illinois, Inc. Downers Grove, IL	\$29,000	\$5,800	\$34,800
Elgin Sweeping Services, Inc. Chicago, IL	\$57,600	\$11,520	\$69,120
<b><i>FY 18-19 Budget</i></b>			<b><i>\$45,000</i></b>

Street sweeping is currently performed by the Department of Public Works approximately five times per season on curbed Village streets, as well as before 5K-race events or neighborhood block parties. This service keeps the Village streets cleaned from accumulated debris including stones, grass, dirt and trash. Street cleaning is beneficial to the environment because it prevents debris and pollutants from entering the storm sewer system. Street sweeping is a mandated Best Management Practice in our National Pollutant Discharge Elimination System stormwater permit administered by the Illinois Environmental Protection Agency.

The Village's street sweeper unit is 17-years-old and parts for repairs are increasingly more difficult and costly to obtain. A replacement unit has been quoted at \$312,000, which would be amortized as more than \$20,000 over a normal 15-year lifetime. It is recommended not to replace this unit but to compare its replacement costs with contractual sweeping services. The unit will stay in the fleet temporarily to be available for on-call emergencies or deficiencies in this first-ever contract.



Bid specifications were prepared by the Public Works Department to incorporate industry best practices for sweeping operations on a routine schedule, and a price for a late-season sweeping cycle in December if the weather allows. Hourly rates were also requested for emergency operations or sweeping before non-routine events such as block parties. Disposal of debris has been included in the contract unit prices; therefore, the Village would no longer incur the currently contracted cost and liability of hauling and disposal. The initial contract term would be May 15, 2018 to December 31, 2018, with the option for four annual renewals pending successful performance of the contract each term.

The lowest responsive and responsible bid was received from Lakeshore Recycling Systems of West Chicago, Illinois, in the amount of \$26,364. Their bid is \$18,636 under the fiscal year budget for this contract; however, even greater savings will be realized this year because the Village will not have to pay more than \$8,000 to haul and dispose debris.

With street sweeping to be performed contractually, fiscal savings are realized while Operations Division employees in our Public Works Department can be better utilized for other critical duties such as storm sewer repairs, street patching, Village building maintenance, and service requests.

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

No errors or omissions were identified in the review of the lowest responsive and responsible bid by Lakeshore Recycling Systems. All certifications submitted with the bid by this contractor are in order and properly notarized.

This company currently provides contractual sweeping services to other municipalities, including Oak Brook, Downers Grove, Woodridge, and Geneva. Calls to check work history and references found that all work is being performed satisfactorily for these agencies.

**It is our recommendation:** that a contract for Street Sweeping Services be awarded to Lakeshore Recycling Systems, of West Chicago, Illinois, in the amount of \$26,364.

**G. Contract for Purchase of Rock Salt**

The Village participated again with the DuPage County Division of Transportation along with several other municipalities and townships as part of their joint bid for bulk rock salt purchases. Through this joint bidding process, the County awards their contract, while municipalities such as Burr Ridge can receive the County's contract price. DuPage County received and opened bids for the 2018-2019 Bulk Rock Salt Purchase on April 25, 2018.

The lowest responsive and responsible bidder in the County's bid process is The Detroit Salt Company, of Detroit, Michigan (see attached County of DuPage bid tabulation). The awarded bid price is \$67.15 per ton, which is

30.4% more than the unit price last season through this same joint bid process. However, a significant increase was forecast as a result of the extended winter season in the Midwest and this unit price is 4.0% under the FY18-19 budget estimate of \$70 per ton. At the planned quantity of 1,600 tons of bulk rock salt, the total contract cost would be \$107,440, which is \$4,560 under budget.

Each agency in the joint bid has 90 days to enter into an exclusive contract with the County's awarded vendor, set up a purchase order and obtain a performance bond.

**It is our recommendation:** that the Village Board award the 2018-2019 Bulk Rock Salt Purchase Contract to The Detroit Salt Company, of Detroit, MI, in the amount of \$107,440.

#### **H. Contract for Purchase of Patrol Carbine Accessories**

The police department AR-15 carbines and associated equipment were replaced over the previous two fiscal budgets. The FY 18-19 budget includes the purchase of six AimPoint Optics "Red Dot" sights for the six most recently purchased carbines. The FY 18-19 budget also includes the purchase of twelve magnification devices for all of the new carbines.

AimPoint Pro Optic W/QRP Mounts - Six (6) @ \$399 ea. = \$2,394  
Eotech 3X Flip to Side Magnifier - Thirteen (13) @ \$463 = \$6,019

Pricing for the equipment listed above was obtained from three Vendors. The lowest price was received from Clyde Amory located in Athens, Georgia.

**It is our recommendation:** that a contract for the purchase of equipment for AR-15 carbines be awarded to Clyde Armory, of Athens, Georgia, in the amount of \$8,413.

#### **I. Contract with Prosecuting Attorney Christine Charkewycz**

Enclosed please find Village Prosecutor Christine Charkewycz's proposed agreement for a renewal of municipal prosecution services for FY18-19, effective June 1, 2018, through May 31, 2019. There are no changes to any of the terms and the Department has been fully satisfied with her work. The agreement includes the same per-court session fee \$185 as last year, no change to the rate of \$100 per hour for legal work associated with prosecution of Village Ordinances (there will be no additional fee for consultation and advice to Police Officers), and \$140 per hour legal work associated with Village Building Code violations.

**It is our recommendation:** that the recommendation for renewal of the agreement with Christine Charkewycz for prosecution services for FY 18-19 be approved.

**J. Appoint Raymond Lucas to Police Pension Board**

Mayor Straub is recommending that 26-year resident Raymond Lucas be appointed to the Police Pension Board for a term expiring May 1, 2020. Enclosed is Mr. Lucas' Volunteer Questionnaire.

**It is our recommendation:** that the recommendation to appoint Raymond Lucas to the Police Pension Board be approved.

**K. Appoint Trustee Tony Schiappa to Street Policy Committee**

Mayor Straub is recommending that Trustee Tony Schiappa be appointed to the Street Policy Committee for a term expiring May 1, 2019.

**It is our recommendation:** that the recommendation to appoint Trustee Tony Schiappa to the Street Policy Committee be approved.

**L. Donation to Flagg Creek Heritage Society**

Enclosed is a letter from Linda Petrasek, Secretary of the Flagg Creek Heritage Society, requesting a contribution toward the continued operation of its museum. \$2,500 has been placed in the Hotel/Motel Tax Fund Budget for this purpose.

**It is our recommendation:** that the request from the Flagg Creek Heritage Society for a contribution toward operation of its museum in the amount of \$2,500 from the Hotel/Motel Tax Fund be approved.

**M. I & M Canal National Heritage Corridor 2018 Annual Dues**

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

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

**N. Raffle License (Gower PTO); Host Facility License (Community Center)**

Enclosed is an application from the Gower PTO to conduct a raffle on Saturday, May 19, 2018, as part of their fundraising event, as well as a letter requesting waiver of the fidelity bond requirement. In addition, enclosed is a letter from the Burr Ridge Park District requesting that a Hosting Facility license be issued to allow them to hold this event at the District's Community Center.

**It is our recommendation:** that a Raffle and Chance License be issued to the Gower PTO for its May 19 raffle, with the fidelity bond waived, and that the Burr Ridge Park District Community Center be licensed to host the event.

**O. Solicit Funds for C.O.P.S. National Conference**

From November 9-11, 2018, the National Concerns of Police Survivors Traumas & Wellness Conference will be held in Oak Brook, IL. Sergeant Mike Barnes and Janet Kowal initially worked with National C.O.P.S. to bring the conference to Burr Ridge. Unfortunately, we did not have a hotel/conference center large enough to accommodate the number of attendees. Ultimately, the Double Tree Hotel in Oak Brook was chosen as the conference location. The Burr Ridge Police Department will co-host the national conference with the Oak Brook Police Department.

Sergeant Mike Barnes is requesting permission to solicit donations, sponsorships, vendors, and volunteers for the 2018 national conference. In 2017, Sergeant Barnes received permission to solicit funds for the National C.O.P.S. Traumas in Law Enforcement training class that was held here in Burr Ridge. Sergeant Barnes was successful in raising more than \$30,000 in cash and in-kind donations for the TLE training.

Chief John Madden requests that permission be granted to allow Sergeant Mike Barnes, Ms. Janet Kowal, and other administrative staff to solicit for donations and other forms of support for the National Concerns of Police Survivors Traumas and Wellness Conference.

**It is our recommendation:** that the request for permission to solicit for donations and other forms of support for the National Concerns of Police Survivors Traumas and Wellness Conference be approved.

**P. Police Officer Romond Payne Resignation**

Enclosed please find a letter from Probationary Police Officer Romond Payne tendering his resignation from the Burr Ridge Police Force effective May 8, 2018.

**It is our recommendation:** that Romond Payne's letter of resignation be received and filed.

**Q. Hire Replacement Patrol Officer**

Chief John Madden is recommending the patrol officer vacancy created by Probationary Officer Payne's resignation be filled. The Board of Fire and Police Commissioners will need to initiate background investigations on the next six candidates on the Eligibility List immediately in order to have a new hire ready to go to Academy June 25, 2018.

**It is our recommendation:** that the BFPC be authorized to fill the vacancy created by Probationary Officer Romond Payne's resignation.

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

Enclosed is the FY 17-18 Vendor List in the Amount of \$113,539.22 for all Funds, plus \$257,279.85 for payroll, for a grand total of \$370,819.07, which includes a Special Expenditure of \$19,690.00 to Kramer Tree Specialists for spring branch pickup.

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

**S. FY 18-19 Vendor List**

Enclosed is the FY 18-19 Vendor List in the Amount of \$51,815.65 for all Funds, plus \$254,565.96 for payroll, for a grand total of \$306,381.61, which includes no Special Expenditures.

**It is our recommendation:** that the FY 18-19 Vendor List be approved.

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

**April 23, 2018**

**CALL TO ORDER** The Regular Meeting of the President and Board of Trustees of April 23, 2018 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:01 p.m. by President Straub

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

**ROLL CALL** was taken by the Village Clerk and the results denoted the following present: Trustees Franzese, Mottl, Paveza, Snyder, Schiappa and President Straub. Absent was Trustee Mital. Also present were Village Administrator Doug Pollock, Police Chief John Madden, Public Works Director Dave Preissig, Assistant to the Administrator Evan Walter, Finance Director Jerry Sapp 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 Mottl 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: 5 – Trustees Mottl, Snyder, Paveza, Schiappa, Franzese

NAYS 0 – None

ABSENT: 1 – Trustee Mital

There being five affirmative votes, the motion carried.

**APPROVAL OF REGULAR BOARD MEETING MINUTES APRIL 9, 2018** were approved for publication under the Consent Agenda by Omnibus Vote.

**RECEIVE AND FILE DRAFT LOCAL SCHOOL COMMITTEE MEETING MINUTES OF APRIL 3, 2018** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**APPROVAL OF AN ORDINANCE AMENDING SECTION VIII.B.2 OF THE BURR RIDGE ZONING ORDINANCE TO PERMIT A CUSTOM ART STUDIO AS A SPECIAL USE IN A B-1 BUSINESS DISTRICT (Z-09-2018: TEXT AMENDMENT – CUSTOM ART STUDIO)**  
The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.  
**THIS IS ORDINANCE NO. A-834-07-18**

**APPROVAL OF ORDINANCE GRANTING SPECIAL USE APPROVALS PURSUANT TO THE BURR RIDGE ZONING ORDINANCE TO PERMIT A CUSTOM ART STUDIO IN A**

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
April 23, 2018

**B-1 BUSINESS DISTRICT (Z-09-2018:306 BURR RIDGE PARKWAY)**

The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.

**THIS IS ORDINANCE NO. A-834-08-18**

**APPROVAL OF ORDINANCE AMENDING CHAPTER 25 OF THE BURR RIDGE MUNICIPAL CODE BY ADDING A NEW CLASS "S" LICENSE**

The Board, under the Consent Agenda by Omnibus Vote, approved the Ordinance.

**THIS IS ORDINANCE A-222-01-18**

**ADOPTION OF RESOLUTION RESCINDING THE WITHDRAWAL OF THE VILLAGE OF BURR RIDGE FROM THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE AND THE SOUTH CENTRAL DUPAGE COUNTY BENEFITS POOL**

The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution.

**THIS IS RESOLUTION R-14-18**

**ADOPTED OF A RESOLUTION APPROVING MEMBERSHIP AND PAYMENT OF PROMISSORY NOTE FOR MARKETING SERVICES TO THE DUPAGE CONVENTION AND VISITOR'S BUREAU**

The Board, under the Consent Agenda by Omnibus Vote, adopted the Resolution.

**THIS IS RESOLUTION R-15-18**

**APPROVAL OF PROCLAMATION DESIGNATING MAY 2018 AS "NATIONAL BICYCLE MONTH" IN THE VILLAGE OF BURR RIDGE**

The Board, under the Consent Agenda by Omnibus Vote, approved the Proclamation.

**APPROVAL OF RECOMMENDATION TO ORDER TWO (2) POLICE SQUAD CARS (INCLUDED IN FY18-19 BUDGET: FOR DELIVERY AFTER MAY 1, 2018)**

The Board, under the Consent Agenda by Omnibus Vote, approved the acquisition and pricing to be completed through the Suburban Pricing Cooperative.

**APPROVAL OF VENDOR LIST IN THE AMOUNT OF \$288,656.76 FOR ALL FUNDS, PLUS \$248,026.92 FOR PAYROLL, FOR A GRAND TOTAL OF \$536,683.68, WHICH INCLUDES NO SPECIAL EXPENDITURES**

The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor list for the period ending April 23, 2018 in the amount of \$288,656.76 and payroll in the amount of \$248,026.92 for the period ending April 7, 2018.

**DISCUSSION OF BURR RIDGE ADDRESS SYSTEM**

Village Administrator Doug Pollock said the Village address system was discussed in 2004 at which time the Village Board decided not to take action. He continued that the issue relates to addresses used in DuPage County that begin with 15W, 16W, 9S, 10S and 11S. Issues arise when residents and businesses do not use the prefix and service providers can become confused. He explained what was proposed in 2004; north-south streets would follow the street number system (e.g. 6S650 Garfield Avenue becomes

Regular Meeting  
President and Board of Trustees, Village of Burr Ridge  
April 23, 2018

6150 Garfield Avenue), east-west streets would drop the 15W for addresses between County Line Road and Madison Street (e.g. 15W116 59<sup>th</sup> Street becomes 116 59<sup>th</sup> Street, 15W736 79<sup>th</sup> Street becomes 736 79<sup>th</sup> Street etc.), 16W addresses west of Madison Street would continue the block numbers between County Line Road and Madison Street (e.g. 16W020 79<sup>th</sup> Street becomes 820 79<sup>th</sup> Street). He said the number of addresses that would be effective by this plan is approximately 635. He continued that in 2004 there were quite a few businesses west of Madison Street that objected to the change and that was the primary reason the Board decided not to pursue the change. If directed by the Board, we would update the list of property owners, notify them, schedule time for further consideration and give the effected property owners the opportunity to ask question and voice their support or opposition to the change. Staff is looking for Board direction.

Trustee Paveza said in 2004 the Board was in favor of making the changes and were surprised at the push back of the businesses, the main reason being the stationary, the suppliers, it would be too much of a problem to change everything.

Mayor Straub suggested the change may be easier to be made if it is in conjunction with the Village's request for a zip code change.

Resident Alice Krampits asked if this would have to be approved by the Post Office. She continued that this change would affect the mail for months, maps would need to be updated, tax numbers will not match the PIN numbers. Mr. Pollock said in 2004 the Post Office had no objections to the changes but, if directed, we will look into that again.

Trustee Paveza suggested that this matter be tabled until we hear what the answer is to the possible zip code change.

After discussion, the consensus of the Board was that the address changes should be considered and that the Staff be directed to update the current list of the affected properties, get a response from the Post Office and DuComm and report back to the Board of Trustees. There was further discussion about notifying the impacted property owners but it was agreed to hold off on notifications for the time being pending further information about the zip code change.

#### **CONSIDERATION OF POLICY REGARDING BALANCE BUDGETS** Village

Administrator Doug Pollock said Trustee Mottl asked that the Board adopt as policy defining and requiring the Village have a balanced budget. Mr. Pollock said the Village currently has a policy regarding fund balance and he suggests that policy be expanded. Staff drafted an expanded budget policy which is based on past practice of the Village and Village Board and what we consider to be a prudent policy.

Finance Director Jerry Sapp gave an overview of the policy;



In order to maintain Village services and operations in a prudent and fiscally responsible manner for the present and for the future, it is the policy of the Village of Burr Ridge to maintain a balanced budget defined as follows:

- An unreserved fund balance level of the General Fund should be a minimum of 20% of the current fiscal year's operating expenditures; and
- Total budgeted expenditure's in the General Fund should not exceed total anticipated revenues for a given fiscal year; and
- Total expenditures in all funds should not exceed total anticipated revenues for a given fiscal year plus any unreserved funds over and above the minimum 20% unreserved General Fund balance referenced herein.

Mr. Sapp said the current unreserved fund balance in the General Fund is approximately 62%, far above the 20%, of one-year expenditures in the General Fund. This is comparing our \$5.5 million reserve to the \$8.8 million in expenditures. He continued the current fund policy states that the unreserved fund balance should be range from 10% to 20% of one-year expenditures

Mr. Pollock said there has been a lot of discussion recently regarding the budget process and he feels establishing a policy is a beneficial thing to do for the Village Board and for Administration. The Village will have a balanced budget in FY 2018-19 after we draw down on reserves. The reserve fund has increased in the last few years and our current budget is in very good financial condition. The Village uses Fund Accounting with essentially 12 different budgets. The General Fund covers all day-to-day operating expenses. The General Fund has been balanced every year except for one year which was during the recession of 2008.at which time we had to dip into reserves in the General Fund because revenues had fallen far short of expectations. He said in FY 2018-19 the ending reserves are anticipated to be \$25,000 more than what we started with on May 1, 2018. He then explained the condition of the various funds.

Mr. Pollock said the proposed policy acknowledges that the General Fund will always be balanced; that the current year revenues will always be equal to, or exceed, current year expenditures in the General Fund and that there will always be a 20% minimum reserves in the General Fund. In the other funds, we will be able to spend reserves in a prudent responsible way in that we are saving money in some years and then spending it in other years.

Trustee Mottl said the Village is very responsible and has a budget that many Villages would be envious of, and that we set a great example. He said he thinks the policy sets the tone for what Burr Ridge is; it is a well-run responsible town and he thinks it allows us to agree on terminology on semantics because there is no right answer. He said anyone calling our irresponsible, unbalanced, does not understand the facts.

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Mayor Straub asked the Finance Director to explain why when expenses exceed reserves someone could point and say you have an unbalanced budget. Mr. Sapp said fund accounting is quite a bit different than private sector accounting. In the private sector, they always want the revenues to be more than the expenditures, making profits and investing it in the business. In Governmental Fund Accounting standards, they consider a fund as a separate operating entity, each standing on its own.

Trustee Franzese said he supports the policy. He said he would like to see what the total reserves are, the estimated revenues and the budget expenditures and asked that line be put back into the table in section 2, page 1 of the budget. The reserves increase and decrease, this year the Village is forecasting a \$350,970 decrease in the reserves. He said he understands about fund accounting but the bottom line is, we are dipping into the piggy bank \$350,970. He continued that you cannot predict weather, when a water main is going to break, when a sewer may collapse, etc. The Village is fortunate to have a healthy reserve and we are fortunate to be able to draw on that reserve when we are forecasting \$350,970 to decrease that reserve. As long as we can agree that we are taking in a certain amount of revenue, spending a certain amount of revenue and balancing the budget with the reserves, then he is okay with the policy.

Alice Krampits said she would like a clear picture of the health of the Village. She does want to know whether income meets expenses or are we using money from other funds or assets to make our budget appear balanced. She does not like the way it was said that we are painting a pretty picture what's best for our Village, it makes it sound like we are covering something up. It is important to have these budget discussions and if we are using assets to balance our budget are we going to have to cut services down the road. She worries that if we paint this good picture of the Village when we really have a deficit, what are the residents going to think if we have to ask for a tax increase. Transparency is important, but it is more important, that the Board focuses on ways to increase revenue rather than play the semantics game.

Finance Director Jerry Sapp said the Village is required to file an Ordinance and certify with the County that the Village has enough estimated and available reserves to pay for that budget. Balancing a budget is a "best practice" especially when it comes to the General Fund because it shows the public that you are living within your means. Displaying the other funds shows that you are using those funds for the legal intended purpose. He said the budget process starts in December and ends in March, the revenues are gone through with the Administrator, about three times, so we have a pretty good handle on what the revenue stream is. On the expenditure side, each Department Head reviews each line item with the Administrator, no one just submits a total line item.

Motion was made by Trustee Mottl and seconded by Trustee Snyder to approve the policy regarding balanced budgets as drafted.

On Roll Call, Vote Was:

AYES: 5 – Trustees Mottl, Snyder, Schiappa, Franzese, Paveza

NAYS: 0 – None

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ABSENT: 1 – Trustee Mital  
There being five affirmative votes, the motion carried.

**REVIEW OF 2017-19 STRATEGIC GOALS – UPDATE FOR FIRST QUARTER 2018**

Village Administrator Doug Pollock presented a spreadsheet of the 2018 first quarter update of the strategic goals adopted by the Board of Trustees in 2017. He highlighted a few of the items and said a quarterly report will be provided on an ongoing basis.

**CONSIDERATION OF RECOMMENDATION TO CREATE A BICYCLE COMMITTEE**

Trustee Schiappa said he was approached by a resident about forming a Committee with goals of increasing awareness and frequency of bicycle riding as a form of recreation as well as promoting bicycle safety and education within the Village.

Resident Luisa Hoch said they are very excited about the possibility of forming a bicycle committee of sub-committee. The committee will be able to increase awareness and remind residents and cyclists of the rules. They will help the Village showcase all the benefits of cycling and encourage others to get on their bikes.

In answer to Mayor Straub, Trustee Schiappa said a committee could create one comprehensive map of the bike routes throughout the Village. Included on the map could be rules and good biking habits to remind bikers and riders how to be a good respectful rider around town. They would also like to explore adding a bike lane to some of the streets as they are repaved.

In answer to Trustee Mottl, Trustee Schiappa said this would be a permanent committee with the intent to eventually work with other communities to connect paths together.

Motion was made by Trustee Schiappa and seconded by Trustee Franzese to create a Bicycle Committee.

On Roll Call, Vote Was:

AYES: 5 – Trustees Schiappa, Franzese, Mottl, Snyder, Paveza

NAYS: 0 – None

ABSENT: 1 – Trustee Mital

There being five affirmative votes, the motion carried

Mr. Pollock said Staff will work with Trustee Schiappa and the interested residents to set some parameters for the committee.

**OTHER CONSIDERATIONS**

Trustee Franzese said that on April 11 he attended a seminar “10 Best Legal Practices Every Elected Official Should Know” and he would encourage Trustees and Commissioner to attend if the class is offered again.

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Trustee Franzese said the non-resident comments section was not on this agenda.

**RESIDENT COMMENTS**                      There were none.

**REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS**                      There were none.

**NON-RESIDENTS COMMENTS**                      There were none.

**ADJOURNMENT**    Motion was made by Trustee Mottl and seconded by Trustee Snyder that the Regular Meeting of April 23, 2018 be adjourned to a Closed Session to discuss Approval of Closed Session Minutes of March 2, 2018, Consideration of Release of Closed Session Minutes of September 25, 2017 and January 8, 2018, Deliberation of Salary Schedules and Benefits for One or More Classes of Employees and Employment of Employee.

Motion carried by voice vote and the meeting was adjourned at 8:35 P.M.

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

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Karen J. Thomas  
Village Clerk  
Burr Ridge, Illinois

**RECONVENED REGULAR MEETING**

**PRESIDENT AND BOARD OF TRUSTEES,**  
**VILLAGE OF BURR RIDGE, IL**  
**April 23, 2018**

**CALL TO ORDER** The Regular Meeting of the President and Board of Trustees of April 23, 2018 was reconvened at 9:24 p.m. with the same Trustees in attendance as immediately preceding the Closed Meeting from 8:38 p.m. to 9:23 p.m.

**RECONVENE REGULAR MEETING** Motion was made by Trustee Franzese and seconded by Trustee Schiappa that the Regular Meeting of April 23, 2018 be reconvened.

On Roll Call, Vote Was:

AYES: 5 – Trustees Franzese, Schiappa, Mottl, Paveza, Snyder

NAYS: 0 – None

ABSENT: 1 – Trustee Mital

There being five affirmative votes, the motion carried.

**CONSIDERATION OF EMPLOYMENT TERMS FOR VILLAGE ADMINISTRATOR**

Motion was made by Trustee Paveza and seconded by Trustee Schiappa to renew the Village's Employment Agreement with Doug Pollock for a one-year term with a salary increase of 2%.

Motion carried by Voice Vote

**ADJOURN REGULAR MEETING** Motion was made by Trustee Paveza and seconded by Trustee Franzese that the Regular Meeting of April 23, 2018 be adjourned

On Roll Call, Vote Was:

AYES: 5 – Trustees Paveza, Franzese, Mottl, Snyder, Schiappa

NAYS: 0 – None

ABSENT: 1 – Trustee Mital

There being five affirmative votes, the motion carried and the Regular Meeting of April 23, 2018 was adjourned at 9:27 p.m.

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Karen J. Thomas  
Village Clerk  
Burr Ridge, Illinois

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J. Douglas Pollock  
Village Clerk Pro-Tempore  
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**PLAN COMMISSION/ZONING BOARD OF APPEALS**  
**VILLAGE OF BURR RIDGE**  
**MINUTES FOR REGULAR MEETING OF MAY 7, 2018**

**I. ROLL CALL**

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

**ROLL CALL** was noted as follows:

**PRESENT:** 6 – Stratis, Grunsten, Praxmarer, Hoch, Broline, and Trzupek

**ABSENT:** 0 – None

Staff present was Village Administrator Doug Pollock and Assistant to the Village Administrator Evan Walter. Trustees Guy Franzese and Zach Mottl were also present in the audience.

**II. APPROVAL OF PRIOR MEETING MINUTES**

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Stratis to approve the minutes of the April 2, 2018 Plan Commission meeting.

**ROLL CALL VOTE** was as follows:

**AYES:** 5 – Hoch, Stratis, Praxmarer, Broline, and Trzupek

**NAYS:** 0 – None

**ABSTAIN:** 1 – Grunsten

**MOTION CARRIED** by a vote of 5-0.

**III. PUBLIC HEARINGS**

Chairman Trzupek conducted the swearing in of all those wishing to speak during the public hearing on the agenda for the meeting.

**Z-04-2018: 7950 Drew Avenue (Patera) – PUD, Variation, and Findings of Fact**

As directed by Chairman Trzupek, Mr. Walter described this request as follows: the petitioner is Nicholas Patera. The petitioner requests approval of a Planned Unit Development (PUD) and requests a variation to permit a PUD on 8.87 acres rather than the required minimum of 40 acres. This petition was continued from March 5, 2018 at the request of the petitioner to present further information on several issues. These include public benefit of the PUD, specifically regarding stormwater capacity and management, parking and snow management, location of homes near wetland, and location of public utilities. Modifications were made to the site and engineering plans to accommodate additional stormwater capacity as well as reduce the wetland's impact on rear yards. Mr. Walter elaborated on the details of each of these points.

Nicholas Patera, Teska and Associates, made a presentation regarding the updates made to the proposed site plan.

Chairman Trzupek made a statement regarding the current zoning of the property as well as the threshold for granting PUD's in the Village. Chairman Trzupek said that the public benefit

proposed by the petitioner's site plan was to detain a larger amount of stormwater than was normally required for a subdivision of this size and to release it at a slower rate than is presently allowed on the property.

Chairman Trzupek at this time asked for public comment.

Sharon Charneia, 1 Jack Pine Lane, opposed the PUD on the basis that the plan encroached into the wetland buffer and did not properly provide for enough public benefit to warrant a PUD.

Don Thompson, 8000 Drew Avenue, opposed the PUD because it was not appropriate for the neighborhood and property values would suffer if the proposal were approved.

Robert Lambardo, 9S174 Drew Avenue, said that the PUD was too dense for the area, and approval would devalue the prestige of the larger lot homes surrounding the property.

Scott McGuire, 120 79<sup>th</sup> Street, asked about the process for reviewing engineering plans. Chairman Trzupek said that the Village Engineer would review the plans and confirm or dispute the validity of the petitioner's claims. Mr. Pollock said that if the engineering were to fail, the Village has the authority to take action against the property owner.

Eol Vasilsauskas, 350 Old Oak Court, said that the PUD was too dense for the area, and approval would devalue the prestige of the larger lot homes surrounding the property.

Dave Hammer, 207 79<sup>th</sup> Street, opposed the development as it was too dense for the area, and the engineering was not sufficient to alleviate the concerns related to flooding.

Pat Madej, 15W121 81<sup>st</sup> Court, opposed the PUD as it did not add to the value of the neighborhood.

Gary Charneia, 1 Jack Pine Lane, opposed the PUD as the density was too great for the neighborhood.

Sandra Syzmal, 7819 Drew, opposed the PUD because there was not a demonstrated public benefit in the proposal and the buildable area was too small for such a site plan.

Joanne Palmisano, 15W230 79<sup>th</sup> Street, asked how long the property was zoned R-3. Mr. Walter said that it had been zoned R-3 for at least 20 years and was zoned as such before the present property owner purchased the land.

Greg Morrissey, 15W214 79<sup>th</sup> Street, said that granting a PUD in this case would be setting a precedent that would not be desirable.

Commissioner Stratis asked why no sidewalks or curbs were present in the site plan. Mr. Patera said that the move to eliminate sidewalks in the interior road was to try and retain a rural feel; curbs were added to the revised site plan. Commissioner Stratis asked if other developments were approved showing encroachments into a wetland buffer. Staff could not recall such a plan being approved. Commissioner Stratis asked what the list price of homes would be. Mr. Patera said they anticipated a list of \$750,000. Mr. Stratis said he could not support the present proposal.

Commissioner Hoch asked if a public benefit was required regardless of PUD size. Mr. Walter confirmed this, and if a PUD were approved, any change to the plan would require another public hearing to amend the PUD. Commissioner Hoch asked why DuPage County would not permit any wetland disturbance. Ed Zalewski, Advantage Engineers, explained that DuPage County would only allow disturbance to be done if additional wetland sediment was put back, canceling out any

benefit that would be present from work done in this area. Commissioner Hoch said she could not support the present proposal.

Commissioner Broline asked how the petitioner came to provide 21% additional stormwater capacity and if additional capacity could be installed. Mr. Patera explained their calculations and said that they may be able to provide a slight amount of additional capacity. Commissioner Broline asked if the alternative yield plan was desirable to the petitioner. Mr. Patera said that this option was not desirable to the petitioner.

Commissioner Grunsten asked what type of trees would be included in the landscape plan. Mr. Patera said it would be a variation of species based on where they would be located, such as having year-round trees along the property line.

Commissioner Praxmarer said she did not support the proposed plan.

Chairman Trzupek said that the plans appeared to be forced, noting the quantity of retaining walls necessary to achieve the necessary stormwater facilities.

At 9:21 p.m. a **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Stratis to continue the public hearing to July 16, 2018.

**ROLL CALL VOTE** was as follows:

**AYES:** 6 – Hoch, Stratis, Broline, Grunsten, Praxmarer, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 6-0.

**Z-05-2018: 9101 Kingery Highway (Olguin) – PUD Amendment, Special Uses, and Findings of Fact**

Commissioner Stratis said that he had a conflict of interest regarding this petition and would be recusing himself from discussion and voting. The Plan Commission accepted this refusal.

As directed by Chairman Trzupek, Mr. Walter described this request as follows: the petitioner is Jim Olguin, representing McDonald's, LLC. The petition was continued from several previous meetings to gather further information on several issues. These include legal definition and threshold for special uses; elevations, specifically, to see a different elevation package of higher aesthetic quality; traffic; specifically, how many unique car trips would be generated to the subject property by northbound and southbound travelers as well as how many would be required to use 91st Street upon exiting the subject property; intersection studies, or whether IDOT studied the intersection (either in terms of capacity or signal timing) to determine if any expansion or upgrades is required due to the development occurring in the Village; and crime, as the Plan Commission requested crime reports from the DuPage County Sheriff and Burr Ridge Police Department at Speedway, Walgreens, the center on the southwest corner of Kingery Highway and 91st Street, and the existing McDonald's on Kingery Highway. Mr. Walter elaborated on each of these points.

Jim Olguin, petitioner, presented an update of the site's features and details, addressing each of the points on which the Plan Commission requested more information.

Chairman Trzupek at this time asked for public comment.



Laurie Chang, 9550 Pacific Court, opposed the development as it was not appropriate to be located close to the Fallingwater subdivision and the presence of a McDonald's would reduce the property values of all homes in the subdivision, primarily due to proximity to crime.

David Dattani, 9400 Fallingwater Drive, said that the petitioner did not submit further information after the previous hearing and opposed the development.

Ray Baldi, 9204 Fallingwater Drive, said that crime was an issue at the existing McDonald's on Kingery Highway and that the restaurant should not be brought into Burr Ridge.

Kishori Dattani, 9400 Fallingwater Drive, said that the petitioner did not submit further information after the previous hearing and opposed the development.

Lorrie Delair, 9017 Palisades Road, said that traffic on 91<sup>st</sup> Street was presently very bad and the proposed development would only worsen the situation in the area.

Greg Kostner, 9020 O'Neill Drive, said that increased traffic on 91<sup>st</sup> Street would prohibit left turns into O'Neill Drive, thus blocking the eastbound lane and not allowing traffic through.

John Glusak, 2 Sylvan Glen Court, said that travelers attempting to go north on Kingery Highway would not use the entrance on the southern portion of the property, and the studies did not take this into account. Mr. Glusak suggested the Village attempt to locate a different type of use on the site.

Commissioner Praxmarer asked if there was a correlation between the location of a McDonald's and decreasing property values. Maurice King, real estate manager at McDonald's, said that if the property values had not already dropped due to Fallingwater's proximity to Kingery Highway and the other commercial development that it was unlikely that McDonald's would change this.

Commissioner Grunsten asked what the proposed hours of operation would be, noting that the development was located adjacent to an elder care facility. Mr. King said that hours were not established but the petitioner was willing to discuss reasonable limits on operating hours. Commissioner Grunsten asked about loitering rules. Chairman Trzupek said that this was not something on which the Plan Commission could place conditions as it was an operations matter.

Commissioner Broline asked how the traffic projections were generated for the site. Mr. Olguin said that traffic studies use industry-specific projections based on past data to project total trip generations. Commissioner Broline asked what was changing on 91<sup>st</sup> Street in terms of capacity. Mr. Olguin said that 91<sup>st</sup> Street had already been widened and the left-turn lane was extended further east, adding capacity to that lane and keeping the straight-right lane clear. Commissioner Broline said that he was concerned about the impact of traffic on Fallingwater subdivision and wanted to explore options for alleviating access to Kingery Highway for these residents. Commissioner Broline said that the McDonald's represented approximately 40% of the crime in the intersection studied, but doubts that similar crime rates would occur at the new location. Mr. Walter said that while crime did occur at the present McDonald's, not all cases assigned to this address occurred or were originated at the McDonald's, and pointed to several examples of this. Commissioner Broline asked what was being built to create separation between Spectrum and Fallingwater. Mr. Walter said that year-round landscaping would be added along the lot line.

Commissioner Hoch pointed out several new pieces of information that were available to the Plan Commission from the last meeting, including new traffic configurations and studies, elevation

updates, as well as crime studies. Ms. Hoch asked how a level of service (LOS) is defined and when intersections fail. Luay Aboona, KLOA, explained the different LOS designations.

Chairman Trzupek said that the elevations provided are an improvement from the previous meeting but did not find them particularly unique. Chairman Trzupek asked how many cars would go to the drive-through during morning rush hour. Mr. Aboona said it would be approximately 50-60 cars based on traffic projections. Chairman Trzupek said that he felt that this number was conservatively estimated and the actual number would be higher.

Some discussion was held regarding the appropriateness of the use at the site, including parking capacity, limiting trucks, and other items.

At 11:15 p.m. a **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Praxmarer to close the public hearing.

**ROLL CALL VOTE** was as follows:

**AYES:** 5 – Hoch, Praxmarer, Broline, Grunsten, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 5-0.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Praxmarer to recommend that the Board of Trustees approve a request to amend Planned Unit Development Ordinance #834-24-15 and approve two special uses for a single-tenant restaurant and drive-through facilities accessory to a permitted or special use for McDonald's, LLC or a designated franchisee at 9101 Kingery Highway, subject to the following conditions:

1. The special uses will be limited to McDonald's, LLC or a designated franchisee in a manner consistent with the submitted business plan and shall expire if McDonald's, LLC or a designated franchisee no longer operates the business at 9101 Kingery Highway.
2. The special use and facility shall be limited to the building on the property at 9101 Kingery Highway in which McDonald's, LLC or a designated franchisee will be the sole occupant.
3. Retail sales, including those generated at the drive-through, are prohibited between the hours of 11pm-5am, seven days a week.

**ROLL CALL VOTE** was as follows:

**AYES:** 4 – Hoch, Praxmarer, Grunsten, and Trzupek

**NAYS:** 1 – Broline

**MOTION CARRIED** by a vote of 4-1.

#### **IV. CORRESPONDENCE**

#### **V. OTHER CONSIDERATIONS**

#### **S-03-2018: 9101 Kingery Highway (Olguin) – Sign Variation and Findings of Fact**

As directed by Chairman Trzupek, Mr. Walter described this request as follows: the petitioner Jim Olguin, representing McDonald's, LLC. The petitioner requests a variation from Sign Ordinance to permit four wall signs on the subject property. The property is permitted to have one ground sign and two wall signs, as the property faces two street frontages, which would be on the north

and west elevations. Four wall signs are proposed for the subject property, one on each elevation. Each of the wall signs are 14 square feet in area, bringing the combined size of all signs proposed on the property to 96 square feet. The Sign Ordinance states that the combined area of all wall and ground signs not exceed 100 square feet.

Chairman Trzupek asked if the sign on the east elevation could be eliminated. Mr. Pollock said that if it were shrunk to under 4 square feet, it could remain on the building but not be considered as a sign. Chairman Trzupek asked if any other buildings had four wall signs. Mr. Walter said that it was unlikely that any other building of this size had such a quantity.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Praxmarer to recommend that the Board of Trustees approve a request for a sign variation to permit four wall signs in addition to a permitted ground sign for McDonald's, LLC or a designated franchisee at 9101 Kingery Highway, subject to the east elevation sign being reduced in size and height.

**ROLL CALL VOTE** was as follows:

**AYES:** 5 – Hoch, Praxmarer, Broline, Grunsten, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 5-0.

## **VI. FUTURE SCHEDULED MEETINGS**

### **1. May 21, 2018**

#### **A. V-02-2018: 3 Morgan Court (Argyris); Variation and Findings of Fact**

Requests a variation from Section IV.J.1.a of the Burr Ridge Zoning Ordinance to permit a fence that exceeds 5 feet in height.

#### **B. Z-12-2018: 11411 German Church Road (Green Park); Re-Zoning and Findings of Fact**

Requests re-zoning from the R-2B Residential District to the R-3 Residential District as per Section VI of the Burr Ridge Zoning Ordinance.

#### **C. Z-13-2018: 8700 Buege Lane (Zdarsky); Re-Zoning Upon Annexation and Findings of Fact**

Requests re-zoning upon annexation to the R-3 Residential District as per Section VI of the Burr Ridge Zoning Ordinance.

### **2. June 4, 2018**

No hearings are presently scheduled. If no petitions are filed by May 14, 2018, then the hearing should be cancelled.

**VII. ADJOURNMENT**

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Stratis to **ADJOURN** the meeting at 11:55 p.m. **ALL MEMBERS VOTING AYE**, the meeting was adjourned at 11:55 p.m.

**Respectfully**

**Submitted:**

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Evan Walter, Assistant to the Village Administrator

**MINUTES  
STORMWATER MANAGEMENT COMMITTEE  
REGULAR MEETING**

**May 8, 2018**

**CALL TO ORDER**

Chairperson Guy Franzese called the meeting to order at 7:00 p.m.

**ROLL CALL**

Present: Chairperson Guy Franzese, Trustee Al Paveza, Nancy Montelbano, Alice Krampits, Dave Allen

Absent: Trustee Tony Schiappa

Also Present: Public Works Director/Village Engineer David Preissig

**APPROVAL OF FEBRUARY 13, 2018 MINUTES**

A **MOTION** was made by Trustee Paveza to approve the minutes of the February 13, 2018 meeting. The motion was seconded by Committee Person Allen and approved by a vote of 5-0.

**DISCUSSION REGARDING PROPOSAL TO DEVELOP 7950 DREW AVENUE**

Mr. Preissig reviewed that the Stormwater Committee had been informed of the pending proposal at its February meeting, which was a petition to develop a P.U.D. at 7950 Drew Avenue. The petition was considered at the March 5, 2018, Plan Commission hearing but continued to May 7 for further discussion. After much discussion at the May 7 meeting, the item was tabled to the July 16 meeting of the Plan Commission. Chairperson Franzese and Committee Person Krampits were present at the May 7 meeting, and they described for the Committee several points that were raised by the Commissioners and residents in opposition to the proposed P.U.D.

Chairperson Franzese requested Village staff to send out to the Stormwater Committee any of the petitioner's revised submittals because the proposed hearing precedes the next regular Stormwater Committee meeting in August.

**DISCUSSION REGARDING REVISED FLOODPLAIN MAPPING OF THE 63RD ST. DITCH**

Mr. Preissig stated that the revised Flood Insurance Rate Maps (FIRM) for DuPage County, re-issued for review in June 2017 by the Federal Emergency Management Agency (FEMA), were found to have some discrepancies around the floodplain and floodway delineation of the 63rd Street Ditch in Burr Ridge. The Village requested a re-evaluation to the Illinois State Water Survey, which is conducting the studies for DuPage County. After much coordination with ISWS, DuPage County, and the Illinois Department of Natural Resources,

a re-delineation of the effective Base Flood Elevations will be completed between west of Grant Avenue to Garfield Avenue.

#### **STATUS OF FINAL GRADING AT 7600 COUNTY LINE RD (SHIRLEY RYAN ABILITYLAB)**

Mr. Preissig reviewed the status of the site development and stormwater systems as they relate to questions from Mr. Mark Thoma, 7515 Drew Avenue, at the November 14, 2017 Committee meeting. This development is substantially completed and the Village had requested "as-built" survey of the site and utilities. Preliminary as-built drawings indicate the storm sewer has been constructed to the grades and slopes as designed. With pictures and information provided by Mr. Thoma and after reviewing the as-built drawings, the Village Engineer will request additional survey in the ditch, adjustments to the rock-lined ditch, and scoping the 24" pipe to verify it is clean and free-flowing.

Mr. Mark Thoma, 7515 Drew Avenue, was present and asked 1) if silt fence could be installed around the landscape mulch until it was removed to protect the rock-lined ditch, and 2) verify the new parking lot light pole and foundation installed in the vicinity of the drain tile has not impacted the tile.

Mr. Preissig stated that in addition to other requests to the builder regarding the as-built plans, the Village will follow up in its request for prompt removal of the landscape mulch, as well as verifying the light pole has not broken the drain tile.

#### **STATUS OF DRAINAGE PROJECTS AND STUDIES**

- MODIFICATIONS TO CULVERT PIPE ORIGINATING IN KATHERLINE LEGGE MEMORIAL PARK

Mr. Preissig reviewed the status of safety measures taken by the Villages of Hinsdale and Burr Ridge for the 66-inch diameter culvert pipe that originates in the Katherine Legge Memorial Park. The Village of Hinsdale installed a fence around the upstream end. Burr Ridge has selected the engineering firm of Hampton, Lenzini and Renwick, Inc. of Woodridge, Illinois, to analyze the upstream grate and determine if it could be modified to improve safety without compromising its current function. Concepts for modifications have been proposed, which will be analyzed and discussed at a meeting with Hinsdale this month. Following this meeting, the final report will be shared with the Village Board in June and the Stormwater Committee at its next meeting in August.

Chairperson Franzese and Committee Person Montelbano asked if the grate could be lowered or a fine mesh added. Mr. Preissig stated these options could be considered, but have a higher potential for blockage with the large trees nearby.

- COUNTY LINE ROAD AT DEER PATH TRAIL STORM SEWER REPLACEMENT

Mr. Preissig reviewed the status of the project to replace the outfall pipe along County Line Road that drains the ponds at Deer Path Trail. The Village selected Robinson Engineering, Ltd., of Itasca, Illinois, and the firm has already begun with land surveyors on-site last week. The project is on an expedited schedule to begin construction in late in July 2018. However, the feasibility of using trenchless construction will be assessed if it may be more economical than conventional excavation by avoiding removal and replacement of the concrete sidewalk.

- I-55 MANAGED LANES STUDY BY ILLINOIS DEPARTMENT OF TRANSPORTATION

Mr. Preissig stated that this project was not a normal topic for this Committee, but information is provided regarding the many drainage issues that IDOT will be investigating during preliminary engineering and environmental studies for the improvement of I-55. IDOT and Village staff met on Wednesday, May 2, 2018, and exchanged information related to floodplain, existing drainage, highest known water levels, reports of flooding, and outlet conditions. However, no new impervious area is proposed along the section through Burr Ridge, so it would not seem that drainage conditions would be impacted. Mr. Preissig advised that only an initial project study is continuing because future stages of development or construction are not yet funded by the State. The State legislature is considering passage of a resolution to create a Public-Private Partnership (P3) as a possible funding source for this vital project.

#### **DISCUSSION REGARDING ALLOCATION OF FUNDS IN THE STORMWATER MANAGEMENT FUND FOR MAINTENANCE OF DETENTION BASINS**

Mr. Preissig stated that the Village Board has established a strategic goal to provide a means that ensures adequate maintenance of stormwater storage facilities. Village staff is committed to fulfill this goal and is considering options for how the Village could help to fund or organize this program. In 2011, Village staff looked at methods to impose maintenance standards on homeowners' associations (HOAs), which had been reviewed at that time by the Village Attorney.

Chairperson Franzese described how he proposed this goal to the Board because these ponds and open spaces add value to our homeowners, businesses and Village neighborhoods generally for their aesthetic appeal and stormwater benefit. Village staff is seeking direction on how to fund this beneficial program and promote its adoption to businesses, residents, and homeowners' associations (HOAs).

Committee Person Allen described how the Village Board had previously reviewed the "lowest rated" list of ponds around the Village for possible enforcement of maintenance standards.

Trustee Paveza requested that ponds be identified by ownership or responsibility.

Committee Person Montelbano stated that an escrow account could be created to help fund future maintenance improvements where HOAs or businesses had none previously.

After some discussion, Village Engineer Preissig stated that the Engineering Division will update its database of stormwater storage facilities and will provide additional information for Committee review regarding rating and evaluation systems. He advised that the new updates must also include a category of ponds that would include "wetland bottom" as is being required in recent subdivision improvements. This information will be available for review and discussion at the next Stormwater Committee meeting on August 14, 2018.

### **AUDIENCE DISCUSSION**

There was no audience discussion.

### **ADJOURNMENT**

There being no further business, a **motion** was made by Committee Person Montelbano to adjourn the meeting. The motion was **seconded** by Committee Person Krampits and **approved** by a vote of 5-0. The meeting was adjourned at 7:45 p.m.

Respectively submitted,

David Preissig, P.E.  
Director of Public Works/Village Engineer



**MINUTES**  
**LOCAL SCHOOL COMMITTEE MEETING**

**Tuesday, April 19, 2018**

**CALL TO ORDER**

The meeting was called to order by Co-Chairpersons Anita Mital and Zach Mottl at 7:00 PM

**ROLL CALL**

Present: Co-Chairpersons Anita Mital and Zach Mottl, Committee Members Marianne Begy, Adolph Galinski, Alan Hruby, Clair Kovar, Betsy Levy, Cindy Mottl, Paragi Patel, and Becky Singh. Committee Member Vivek Ghai was also present telephonically

Also Present: Village Administrator Doug Pollock and Village Attorney Scott Uhler

**APPROVAL OF MINUTES**

Committee Member Begy made a motion to approve the minutes of the April 3, 2018 meeting. The motion was seconded by Co-Chair Mottl and unanimously approved by a voice vote of the Committee.

**DICUSSION OF ADMINISTRATIVE COMPLAINT FILING**

Co-Chair Mottl described the draft complaint prepared by the Village Attorney. Attorney Uhler reviewed the draft and emphasized that this was a draft based on limited information and that as additional information is provided by Committee members, he will add to the document.

Committee Member Hruby presented a graphic showing the geographic line that is equidistance from each of the two high schools. He described how some students were forced to go to one school even though they may be closer to the other school. He said that as a result of these boundaries, there is a greater racial imbalance between the schools. He concluded that this is evidence that the draft complaint has merit.

Attorney Uhler said he would need to know the exact number of students that are enrolled at Central but whose residence is closer to South.

After further discussion by the Committee, Co-Chair Mottl suggested that the Village Attorney work with the members of the Committee to further develop the draft complaint.

Committee Member Hruby presented a video that described in detail the imbalance in curriculum between the schools.

Attorney Uhler suggested that the complaint would be more effective if it contained signatures from residents including residents of Burr Ridge as well as other parts of the District. He added that he will need the facts in writing regarding proximity to schools, racial diversity, and curriculum differences.

Co-Chair Mottl summarized that each Committee member should forward their comments on the complaint to Mr. Pollock who will share those with Attorney Uhler; Mr. Uhler would then update the draft complaint document for further review by the Committee at the next meeting.

### **DISCUSSION OF ADVISORY REFERENDUM**

Co-Chairs Mottl and Mital suggested that each member of the Committee forward their suggestions for the wording of the advisory referendum to Mr. Pollock and the Committee could review the suggestions at the next meeting.

Attorney Uhler said that the state law requires that referendum questions be able to be answered with either a Yes or a No, that it be a simple sentence that is not compound, and that it not be leading the voter in any direction.

There was some discussion on how to get the referendum question on ballots throughout the district. Attorney Uhler said that if the Village sponsors the referendum, it would only be for voters in Burr Ridge. It was suggested that the committee work to get Darien to sponsor a referendum or that the Committee members get signatures to get the question on the ballot throughout the district.

### **PUBLIC COMMENT**

There were no public comments.

### **OTHER BUSINESS**

There was no other business.

### **ADJOURNMENT**

There being no further business, a **motion** was made by Committee Member Singh to adjourn the meeting. The motion was **seconded** by Co-Chair Mottl and **approved** by a vote of 11-0. The meeting was adjourned at 9:10 PM.

Respectively submitted,

Doug Pollock  
Village Administrator

DP:bp

## RESOLUTION NO. R-\_\_\_\_-18

A RESOLUTION ESTABLISHING A FUND BALANCE FOR THE GENERAL FUND  
AND MAINTAINING A BALANCED BUDGET

**WHEREAS,** it is prudent and consistent with a sound comprehensive financial policy to establish a policy that sets an appropriate level of unreserved fund balance for the Corporate Fund; and

**WHEREAS,** it is also prudent and consistent with a sound comprehensive financial policy to establish a policy that defines and requires an annually balanced budget; and

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

**Section 1:** That the attached Exhibit A titled "Establishing a Fund Balance for the General Fund and Maintaining a Balanced Budget" is hereby approved and adopted as policy for the Village of Burr Ridge;

**Section 2:** This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

**ADOPTED** this 14<sup>th</sup> day of May, 2018, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 14<sup>th</sup> day of May, 2018, by the Mayor of the Village of Burr Ridge.

---

Mayor

ATTEST:

---

Village Clerk

**POLICY**

**ESTABLISHING A FUND BALANCE FOR THE GENERAL FUND AND MAINTAINING A  
BALANCED BUDGET**

In order to maintain Village services and operations in a prudent and fiscally responsible manner for the present and for the future, it is the policy of the Village of Burr Ridge to maintain a balanced budget defined as follows:

- The unreserved fund balance level of the General Fund should be a minimum of 20% of the current fiscal year's operating expenditures; and
- Total budgeted expenditures in the General Fund should not exceed total anticipated revenues for a given fiscal year; and
- Total expenditures in all funds should not exceed total anticipated revenues for a given fiscal year plus any unreserved funds over and above the minimum 20% unreserved General Fund balance referenced herein.

Approved 5/14/2018

**A RESOLUTION APPROVING THE RELEASE OF A STORM SEWER EASEMENT  
CREATED BY THE PLAT OF SUBDIVISION FOR DEVON WOODS  
(One Shenandoah Court)**

**WHEREAS**, the Corporate Authorities of the Village of Burr Ridge previously approved a plat of subdivision for the Devon Woods Subdivision within the Village of Burr Ridge, said subdivision plat recorded as document number R89-18114 on February 15, 1989, in DuPage County, Illinois (the “Subdivision Plat”); and

**WHEREAS**, the Plat created a 20.00 foot wide storm sewer easement, running north and south, over and upon Lots 2, 3 and 4 and 75 feet east of the western lot lines of said lots, on the Subdivision Plat (the “Easement”); and

**WHEREAS**, the northernmost portion of the Easement runs from the northern lot line of Lot 4 directly south to the southern lot line of Lot 4, said Easement 20 feet wide and 75 feet east of the western lot line of Lot 4, as configured and depicted on the Subdivision Plat; and

**WHEREAS**, the Corporate Authorities of the Village of Burr Ridge hereby find that this storm sewer over and upon Lot 4 is not necessary, that the Village of Burr Ridge has no current or future plans to install such a sewer in that easement and that an alternative location for such utility service is available; and

**WHEREAS**, the Corporate Authorities of the Village of Burr Ridge find that the approval of the attached “RELEASE OF STORM SEWER EASEMENT,” which is marked **EXHIBIT “A”** and made a part hereof, is in the best interests of the Village of Burr Ridge.

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

**SECTION 1:** The recitals above are hereby incorporated by reference into this Section 1 and made a part hereof as material provisions of this Resolution.

**SECTION 2:** The Corporate Authorities of the Village of Burr Ridge hereby approve the “RELEASE OF STORM SEWER EASEMENT,” which is marked and made a part hereof as **EXHIBIT “A”**, and authorize and direct the President and Clerk of the Village of Burr Ridge to execute said Release and such other documents as are necessary to fulfill the Village’s obligations relative to the execution and recording of the Release with the DuPage County Recorder’s Office.

**SECTION 3:** That this Resolution shall take effect from and after its adoption and approval. After its approval, a certified copy of this Resolution and a fully executed copy of the Release shall be recorded with the DuPage County Recorder's Office.

**PASSED** by the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois at a Regular Meeting thereof held on the \_\_\_ day of May, 2018, and approved by the following roll call vote:

AYES:

NAYS:

ABSENT

**APPROVED** this \_\_\_\_\_ day of May, 2018, by the President of the Village of Burr Ridge.

---

Village President

**ATTEST:**

---

Village Clerk

**EXHIBIT "A"**

**RELEASE OF STORM SEWER EASEMENT**

**THIS DOCUMENT WAS PREPARED BY:**

Klein Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606  
Scott F. Uhler

**AFTER RECORDING RETURN TO:**

Recorder's Box 324

[The above space reserved for the County Recorder's Office]

**RELEASE OF STORM SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that the VILLAGE OF BURR RIDGE, an Illinois municipal corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM, all the right, title, interest, claim or demand whatsoever, it may have acquired in, through or by that plat of subdivision for the Devon Woods Subdivision within the Village of Burr Ridge, said subdivision plat recorded as document number R89-18114 on February 15, 1989, in the Office of the DuPage County Recorder, DuPage County, Illinois, in and to that twenty (20) foot wide storm sewer easement upon and across the following real property:

LOT 4 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114, IN DUPAGE COUNTY, ILLINOIS.

**ADDRESS:** One Shenandoah Court, Burr Ridge, Illinois, 60521

**PIN:** 10-01-210-004

together with all the appurtenances and privileges thereunto belonging or appertaining.

**IN TESTIMONY WHEREOF**, the Village has caused this Release of Easement to be signed by its Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**VILLAGE OF BURR RIDGE,**  
an Illinois municipal corporation

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

Mickey Straub, Mayor

ATTEST:

\_\_\_\_\_  
Karen Thomas, Village Clerk

Date: \_\_\_\_\_  
396045\_1

STATE OF ILLINOIS )  
 )  
COUNTY OF DuPAGE ) ss.  
 COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Mickey Straub and Karen Thomas, personally known to me to be the Village President and Village Clerk respectively, of the Village of Burr Ridge, an Illinois municipal corporation (the “Village”) and also known to me to be the same persons whose name are subscribed to the foregoing instrument and as such Village President and Village Clerk, appeared before me this day in person and acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument pursuant to the authority given by the Village of Burr Ridge Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public



**RESOLUTION NO.****RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT  
(Lot 4 Devon Woods Subdivision - One Shenandoah Court)**

**WHEREAS**, the Village of Burr Ridge previously approved a plat of subdivision creating the Devon Woods Subdivision within the Village of Burr Ridge, said subdivision plat recorded as document number R89-18114 on February 15, 1989, in DuPage County, Illinois (the “Subdivision Plat”); and

**WHEREAS**, said Lot 4 in the Devon Woods Subdivision has a common street address of One Shenandoah Court (the “Property”) in the Devon Woods subdivision; and

**WHEREAS**, the owner of Lot 4 in the Devon Woods Subdivision (the “Lot Owner”) brought suit against the Village of Burr Ridge and several neighboring lot owners involving rights and restrictions on land development (primarily a 75 foot tree buffer) affecting Lot 4, and several adjoining lots, established by a prior annexation agreement and a resultant declaration of covenants and restrictions recorded with the original subdivision; and

**WHEREAS**, the restrictions on land development imposed by the declaration of covenants and restrictions were originally the result of litigation brought by a few lot owners in an adjoining subdivision and significantly exceeded the zoning restrictions and setbacks ordinarily required by the Village; and

**WHEREAS**, the Lot Owner has questioned the continuing legal validity and enforceability of the tree buffer area based upon the Subdivision Plat, the declaration of covenants and the annexation agreement; and

**WHEREAS**, in 2013, the Lot Owner filed a lawsuit in the Circuit Court of DuPage County, Illinois, Case No.: 2013 MR 907 in which the Lot Owner seeks a judgment declaring the rights of the Village and several adjoining lot owners relating to the use and restrictions of use of the Property and finding that the tree buffer is no longer legally enforceable; and

**WHEREAS**, the Lot Owner is proposing a settlement agreement with the Village to resolve litigation Lot Owner brought against the Village and the issues therein; and

**WHEREAS**, the Village has reached a reasonable compromise with the Lot Owner, and the other affected defendant adjoining landowners, in the form of a Settlement Agreement, said Agreement attached hereto as **Exhibit A**, regarding the land restrictions affecting the Property and lot owners in the adjoining subdivision, which involves the replacement of the existing 75 foot tree buffer area, which required the buffer remain in a natural state, with a new 75 foot

easement area which continues land development restrictions in this 75 foot area, while allowing for reasonable uses of the easement area; and

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

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

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

**Section 2:** That this President and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents that the aforesaid Settlement Agreement, by and between the Lot Owner, the Village and the owners of Lots 1, 2 and 3 immediately to the south of Lot 4 in the Devon Woods Subdivision, be entered into and executed by said Village of Burr Ridge, with said Agreement to be substantially in the form attached hereto and made a part hereof as **Exhibit A**.

**Section 3:** That the President and Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Burr Ridge the aforesaid Agreement, including the Grant of Easement therein, and the vacation of the 20 foot storm sewer easement over and upon Lot 4, as provided in said Agreement attached as **Exhibit A**, and to take such further actions as may be needed to execute such documentation or implement the provisions of the Settlement Agreement on behalf of the Village.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this \_\_\_\_ day of May, 2018, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_\_ day of May, 2018, by the President of the Village of Burr Ridge.

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

ATTEST:

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

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.  
COUNTY OF DuPage )

**CLERK'S CERTIFICATE**

I, **Karen Thomas**, the duly elected, qualified and acting Village Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 2018-R-\_\_\_\_**

**RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT  
(Lot 4 Devon Woods Subdivision - One Shenandoah Court)**

which was passed by the Board of Trustees of the Village of Burr Ridge at a regular meeting held on the \_\_\_\_ day of May, 2018, at which meeting a quorum was present, and approved by the President of the Village of Burr Ridge on the \_\_\_\_ day of May, 2018.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Burr Ridge was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Burr Ridge, and that the result of said vote was as follows, to-wit:

**AYES:**\_\_\_\_\_

**NAYS:**\_\_\_\_\_

**ABSENT:**\_\_\_\_\_

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Burr Ridge, this \_\_\_\_ day of May, 2018.

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

## SETTLEMENT AGREEMENT

Prepared by and return to:

Mark W. Daniel  
DANIEL LAW OFFICE, P.C.  
17W733 Butterfield Road  
Suite F  
Oakbrook Terrace, IL 60181

(ABOVE SPACE FOR RECORDER'S OFFICE USE ONLY)

THIS SETTLEMENT AGREEMENT is made in relation to One Shenandoah Court (Parcel A), by and between CHICAGO TITLE LAND TRUST CO., as Trustee under Trust Agreement dated September 15, 2010 and known as Trust Number 8002355755 (the "Parcel A Owner" and First Grantor in the Grant of Easement), GILES L. KORZENECKI and SHARON M. KORZENECKI (the "Parcel B Owner"), DR. BARBARA CARR (the "Parcel C Owner" and Second Grantor in the Grant of Easement), KRISTINE M. GRANIERI and SAMUEL J. GRANIERI (the "Parcel D Owner"), ERIN M. SMITS-FICHTELBERG, CRAIG M. FICHTELBERG and the ERIN N. SMITS-FICHTELBERG REVOCABLE TRUST created under Trust Agreement dated January 16, 2001 (collectively the "Parcel E" owners) as well as their respective lenders and mortgagees, CITIBANK N.A. ("Parcel B First Mortgagee"), CAPITAL ONE, N.A. ("Parcel B Second Mortgagee"), COMMUNITY BANK OF WHEATON/GLEN ELLYN ("Parcel D First Mortgagee"), FIFTH THIRD MORTGAGE COMPANY ("Parcel D Second Mortgagee"), TCF NATIONAL BANK (the "Parcel E First Mortgagee"), WELLS FARGO BANK, (the "8821 Wedgewood Mortgagee") and the VILLAGE OF BURR RIDGE (the "Village" and Grantee in the Grant of Easement) as follows:

### RECITALS

A. The Parcel A Owner is the owner of "Parcel A," real estate commonly known as One Shenandoah Court, Burr Ridge, DuPage County, Illinois, bearing PIN 10-01-210-004, and legally described as follows:

LOT 4 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114, IN DUPAGE COUNTY, ILLINOIS.

B. The Parcel B Owner is the owner of "Parcel B," real estate commonly known as 8804 Shenandoah Lane, Burr Ridge, DuPage County, Illinois, bearing PIN 10-01-210-003, and legally described as follows:

LOT 3 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114 AND CERTIFICATES OF CORRECTION RECORDED FEBRUARY 24, 1989 AS DOCUMENT R89-021259 AND MARCH 2, 1989 AS DOCUMENT R89-023614, IN DUPAGE COUNTY, ILLINOIS.

C. The Parcel C Owner is the owner of "Parcel C," real estate commonly known as 8814 Shenandoah Lane, Burr Ridge, DuPage County, Illinois, bearing PIN 10-01-210-002, and legally described as follows:

LOT 2 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114 AND CERTIFICATES OF CORRECTION RECORDED FEBRUARY 24, 1989 AS DOCUMENT R89-021259 AND MARCH 2, 1989 AS DOCUMENT R89-023614, IN DUPAGE COUNTY, ILLINOIS.

D. The Parcel D Owner is the owner of "Parcel D," real estate commonly known as 8824 Shenandoah Lane, Burr Ridge, DuPage County, Illinois, bearing PIN 10-01-210-001, and legally described as follows:

LOT 1 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 23, 1990 AS DOCUMENT R90-022991, IN DUPAGE COUNTY, ILLINOIS.

E. The Parcel B and D Mortgagees and Second Mortgagees hold current mortgages on Parcel B and Parcel D, respectively and their signatures below serve as their consent to the commitments herein under the condition that the Parcel A Owner not seek any financial relief against them.

F. The Parcel A Owner has filed a lawsuit in the Circuit Court of DuPage County, Illinois, Case No.: 2013 MR 907 in which the Parcel A Owner named the Parcel B, C and D Owners and the Parcel B and D Mortgagees and through which the Parcel A Owner seeks a judgment which, in general, declares the right of the Parties relating to the use and restrictions of use of Parcels A, B, C and D.

G. The Parcel A Owner has also named various other defendants identified as follows: Erin M. Smits-Fichtelberg, Craig M. Fichtelberg, Erin M. Smits-Fichtelberg, not individually but as Trustee of the Erin M. Smits-Fichtelberg Revocable Trust created under Trust Agreement dated January 16, 2001, Ocwen Loan Servicing, LLC, TCF National Bank, Arnold Koldenhoven, Sandra Koldenhoven, Providence Bank, Joseph Womack, Melissa Womack, and Wells Fargo Bank.

H. The individual defendants identified in Recital G have been defaulted for failure to appear and answer, but certain lender defendants have participated to a limited extent in the litigation and the Parcel E Owner wishes to be a party to this Agreement and to avoid litigation expense.

I. The Parties desire to settle these claims among the Parties and concerning only the use of Parcels A, B, C and D as set forth below.

### TERMS

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

1. The Parties hereby adopt the foregoing Recitals and affirm that the construction of this Agreement shall be guided thereby.

2. The Parties agree that the terms and conditions of this Agreement shall benefit and be binding upon all Parties, and any and each of their respective successors in interest, assigns, subsidiaries, heirs or other transferee of any Party.

3. Each Party represents and warrants to the other, and agrees with the other, as follows:

a. If desired, it has received independent legal advice from attorneys of its own choice with respect to the advisability of making the settlement provided for herein, and with respect to the advisability of executing this Agreement prior to the execution of this Agreement by the Parties; b. it has a period of not less than twenty-one (21) days to consider this Agreement with an attorney of their choosing; c. It has not relied on advice or counsel from DANIEL LAW OFFICE, P.C. or Mark Daniel or on any input from any other person under their decision to execute this Agreement.

d. It has made such investigation of the facts pertaining to the case and settlement as well as all the matters pertaining hereto, as it deemed necessary;

e. The terms of this Agreement are contractual and not mere recitals, and this Agreement is the result of negotiations that occurred periodically among the Parties since 2014; and

f. It has carefully read the contents contained herein and affirms that the Agreement is entered into in good faith and freely signed by it.

4. The Parcel A, B, C, and D Owners agree, for themselves and their successors, that they will not enforce the 95-foot west building line (Parcel A and Parcel B) or the 100-foot building line (Parcel C and Parcel D) as shown on the Plat of Devon Woods, recorded as

Document No. R89-18114, and as follows, along the west line of Lots 1, 2, 3 and 4 in Devon Woods.

5. Provided that the Parcel A and Parcel C owners have executed and delivered the Grant of Easement (attached as Exhibit 1) to the Village pertaining to Parcels A and Parcel C, the Parcel A, B, C and D owners agree, for themselves and their successors, that they will not enforce against Parcel A or Parcel C the Green Tree Buffer Area as shown on the Plat of Devon Woods, recorded as Document No. R89-18114, and set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements recorded February 15, 1989 as Document No. R89-018116. Neither the Parcel A Owner nor the Parcel C Owner will enforce the Green Tree Buffer Area against Parcel B or Parcel D if the Parcel B Owner and Parcel D Owner have provided easement similar in substance to Exhibit 1.

6. The Parcel A, B, C and D Owners agree, for themselves and their successors, that they will not enforce against one another those special provisions and restrictions contained in the Declaration of Covenants, Conditions, Restrictions, and Easements recorded February 15, 1989 as Document No. R89-018116, except those benefitting the Village of Burr Ridge. Despite the termination of the Declaration among the owners on December 31, 2008, Article III, Section 8 provided for the continuation of the following sections for the benefit of the Village: Article II, Section 1 (except that the Village and Plaintiff recognize that changes in easements have been and will be considered and allowed without Declarant's approval); Article II, Section 4; Article II, Section 5; Article III, Section 3, subsections (a), (b), (c), (d), (f); Article IV, Section 3 to the extent that the Village may demand maintenance performance according to the last sentence of the first paragraph of Section 3 and the two following paragraphs); Article V, Section 8; Article VI, Paragraph A, Section 1 applies to the extent noted in Paragraph 5. Article VI, Paragraph B. This Paragraph 6 is intended to provide a recitation of the rights of the Village that were preserved under Article IV, Section 8 and it does not create any additional rights. This Paragraph 6 does not operate as a waiver by any party hereto of the enforcement of any ordinances of the Village.

7. The Parcel A, B, C and D owners agree, for themselves and their successors, that they will not enforce any rights in or to the easement for storm sewer purposes as shown on Parcel A and set forth on the Plat of Devon Woods recorded as Document No. R89-18114, and they have no opposition to the vacation of this portion of the easement by the Village of Burr Ridge.

8. The Parcel A, B, C and D owners hereby release and discharge one another and their respective mortgagees, for themselves and their successors, for any past actions, if any, taken by them or their predecessors in the Green Tree Buffer Area.

9. Miscellaneous Provisions.

a. Costs. The Parties shall bear their own costs of this action, including attorney fees, except as set forth in this Agreement.

b. Amendments. Any changes, modifications, revisions or amendments to this Agreement shall be effective only if executed in writing and signed by all Parties.

c. Applicable Law And Attorney Fees. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Illinois. The courts of the State of Illinois shall have jurisdiction over any action arising out of this Agreement and over the Parties, and the exclusive venue for any dispute shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

e. Entirety of Agreement. This Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied herein and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than any documents or deliverables approved or required under this Agreement, no other document, nor any representation, inducement, agreement, understanding or promise, constitutes any part of this Agreement nor shall it be used in construing the terms of this Agreement.

f. Litigation Dismissal. On or within twenty-eight (28) days after full execution of this Agreement and all exhibits hereto, Plaintiffs shall enter a final order dismissing the Complaint and Litigation as to all Parties with the express understanding that the Court shall retain jurisdiction over the Parties and subject matter without limitation in order to enforce this Agreement. As part of this effort, this Agreement will be adopted as part of the final order and can be enforced by the Court.

g. A memorandum of this Agreement shall be recorded by Plaintiffs against the Parcel A, B, C and D after entry of the dismissal order referenced in Paragraph 9(f) above.

h. Subject to Paragraph 2, no claim as a third party beneficiary under this Agreement by any individual, firm or corporation other than the Parties shall be made or valid.

i. This Agreement shall not be construed more strictly against one Party than against the other.

j. If any provision of this Agreement, or any section, sentence clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is invalidated, the Parties shall endeavor to take all actions necessary to cure such invalidity so as to effectuate the intent and purpose of this Agreement as severable, and if any part of it is specifically found to



be unenforceable by a court of competent jurisdiction, the other provisions shall remain fully valid and enforceable.

k. Except as otherwise provided herein, the Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and that this Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the within dispute and release. No express or implied warranties, covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations not contained in this Agreement are of no force or effect whatsoever. In executing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by the other Party or the agents, representatives, or attorneys of the other Party with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement. All exhibits to this Agreement are expressly merged into this Agreement by this reference thereto.

l. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision or prevent such Party thereafter from enforcing such provision or any other provision of this Agreement. Similarly, no delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.

m. The Parcel A, B, C and D owners represent and warrant to one another that there is no required written consent, joinder or subordination required from any third party with an interest in their property, but if such is the case (even following the Effective Date), the Property Owner shall then secure, and obtain, and provide to one another, the written consent, joinder and subordination of any lender holding certain mortgage rights and interests in the Property, with respect to this grant of easement, said consent, joinder and subordination to be substantially in that form attached hereto.

n. This Agreement will be attached to a motion seeking a consent decree and settlement order in the Circuit Court of DuPage County, Case No. 2013 MR 907 and reference to this Agreement in said consent decree and settlement order shall operate to make it binding. In such event as a Party violates a term of this Agreement, they may seek enforcement of the Agreement in the same action provided that the Court maintains jurisdiction for the purposes of enforcement.

10. Limitation of Mortgagees' Role in Agreement. The Parties hereto agree that no mortgagee (First Mortgagee or Second Mortgagee or otherwise) of any parcel of land herein addressed or of any shall be liable for financial remedies hereunder for actions taken as mortgagee. Each mortgagee executing this Agreement does so as an indication of that mortgagee's consent to each mortgagee's respective mortgagor's execution of this Agreement and does not bind the mortgagee to the terms hereof except in the event that the mortgagee takes title to the property bound by the mortgage.

11. Limitation of Village's Role in Agreement. The Village executes this Agreement in order to join in the release of claims set forth below in Paragraph 12.

12. Signatures. The Parties to this Agreement in their own individual capacity or through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

Upon execution of this Agreement by all Parties, First Mortgagees and Second Mortgagees, each the Parcel A Owner, Parcel B Owner, Parcel C Owner, Parcel D Owner and Parcel E Owner release each other from and against any claims arising from or in relation to the actions of any one of them in relation to the Green Tree Buffer that have occurred prior to the date of full execution of this Agreement. Further, the signature of any Party, First Mortgagee or Second Mortgagee operates as their agreement that each person who appeared in the Litigation, with or without filing an appearance pursuant to Supreme Court Rules, shall bear its owner attorney's fees and court costs and any other expenses of litigation. The signature of each Party, First Mortgagee and Second Mortgagee operates to release the Village from and against any claims arising in relation to the Green Tree Buffer or in relation to vacating the building lines referenced above in Paragraphs [\_\_\_], vacating the stormwater easement in Paragraphs [\_\_\_], partially releasing the Green Tree Buffer as to Parcel A and Parcel C, and entering into the Grant of Easement in Paragraphs [\_\_\_].

IN WITNESS WHEREOF, the Parties have, by their duly authorized individuals, officers and/or attorneys, executed this Agreement on the dates set forth below.

**PARCEL A OWNER:**

**CHICAGO TITLE LAND TRUST COMPANY,**  
as Trustee, under Trust Agreement  
No. 8002355755, dated September 15, 2010,

\_\_\_\_\_  
As Trustee Date: \_\_\_\_\_, 2018

As sole beneficiary under Chicago Title Land Trust Company, Trust Agreement No.  
8002355755, dated September 15, 2010

\_\_\_\_\_  
As Beneficiary Date: \_\_\_\_\_, 2018

[SPACE ABOVE RESERVED FOR TRUSTEE’S EXCULPATION]

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

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that \_\_\_\_\_, personally known to be to be the same person whose name is subscribed to the foregoing instrument as the duly authorized representative of the Trustee under Chicago Title Land Trust Company, Trust Agreement No. 8002355755, dated September 15, 2010, appeared before me this date in person and acknowledged that s/he signed and delivered said instrument as the free and voluntary act of said Trustee and in the capacity as therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

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

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that Nancy Partipilo, personally known to be to be the same person whose name is subscribed to the foregoing instrument as the sole beneficiary of that Trust known as Chicago Title Land Trust Company, Trust Agreement No. 8002355755, dated September 15, 2010, appeared before me

this date in person and acknowledged that s/he signed and delivered said instrument as her own free and voluntary act as said sole beneficiary.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

**PARCEL B OWNERS:**

**GILES L. KORZENECKI**

**SHARON M. KORZENECKI**

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that GILES L. KORZENECKI, personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that he signed and delivered said instrument as his free and voluntary act.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

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

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that SHARON M. KORZENECKI, personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that s/he signed and delivered said instrument as her free and voluntary act.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

**PARCEL C OWNER:  
DR. BARBARA CARR**

\_\_\_\_\_ Dated: \_\_\_\_\_, 2018

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

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that Dr. Barbara Carr, personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that she signed and delivered said instrument as her free and voluntary act.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

**PARCEL D OWNERS  
KRISTINE M. GRANIERI**

**SAMUEL J. GRANIERI**

\_\_\_\_\_

Dated: \_\_\_\_\_, 2018        Dated: \_\_\_\_\_, 2018

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

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that KRISTINE M. GRANIERI, personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that she signed and delivered said instrument as her free and voluntary act.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

STATE OF ILLINOIS       )  
  ) SS

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that SAMUEL J. GRANIERI, personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that he signed and delivered said instrument as his free and voluntary act.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

PARCEL B MORTGAGEE

CAPITAL ONE, N.A.

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2018

Name:

Its:

Attest: \_\_\_\_\_ Date: \_\_\_\_\_, 2018

Name:

Its:

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to be to be the same persons whose names are subscribed to the foregoing instrument for Capital One, N.A., appeared before me this date in person and acknowledged that he signed and delivered said instrument as the free and voluntary act of Capital One, N.A. and in that capacity as therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

PARCEL D MORTGAGEE

FIFTH THIRD MORTGAGE COMPANY

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2018

Name:

Its:

Attest: \_\_\_\_\_ Date: \_\_\_\_\_, 2018

Name:

Its:

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in the County aforesaid, do hereby certify that \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_, personally known to be to be the same  
persons whose names are subscribed to the foregoing instrument for Fifth Third Mortgage  
Company, appeared before me this date in person and acknowledged that he signed and  
delivered said instrument as the free and voluntary act of Fifth Third Mortgage Company, N.A.  
and in that capacity as therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_  
Notary Public

PREPARED BY AND AFTER RECORDING RETURN TO:

Klein Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, IL 60606  
Scott F. Uhler

*[The above space reserved for the Recorder of Deeds of DuPage County]*

### GRANT OF EASEMENT

THIS INDENTURE is made this \_\_\_\_ day of April, 2018 [insert latest date from Village signature block], by and between **CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE**, under Trust Agreement No. 8002355755, dated September 15, 2010 (hereinafter referred to as "First Grantor"), **BARBARA CARR** ("Second Grantor") and the **VILLAGE OF BURR RIDGE**, an Illinois Municipal Corporation of the State of Illinois (hereinafter referred to as "Grantee").

#### WITNESSETH:

WHEREAS, First Grantor is the Owner in fee simple of certain real property (hereinafter called the "First Property") legally described as follows:

LOT 4 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114, IN DUPAGE COUNTY, ILLINOIS.

Street Address: One Shenandoah Court, Burr Ridge, IL 60527  
PIN: 10-01-210-004; and

WHEREAS, the First Grantor desires and intends that the following legally described portion of the First Property (hereinafter called the "First Easement Area") which is depicted in **Exhibit A-1** attached hereto and made a part hereof be subjected to this easement and covenant:

THE WEST 75 FEET OF LOT 4 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114, IN DUPAGE COUNTY, ILLINOIS;

and

WHEREAS, Second Grantor is the Owner in fee simple of certain real property (hereinafter called the "Second Property") legally described as follows:



LOT 2 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114, IN DUPAGE COUNTY, ILLINOIS.

Street Address: 8814 Shenandoah Lane, Burr Ridge, IL 60527  
PIN: 10-01-210-002; and

WHEREAS, the Second Grantor desires and intends that the following legally described portion of the Second Property which is depicted in **Exhibit A-2** (hereinafter called the "Second Easement Area") be subjected to this easement and covenant:

THE WEST 75 FEET OF LOT 2 IN DEVON WOODS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1989 AS DOCUMENT R89-018114, IN DUPAGE COUNTY, ILLINOIS;

and

WHEREAS, the Grantee is a home rule Illinois municipal corporation exercising its authority under Article VII of the 1970 Illinois Constitution and it has direct zoning, subdivision and land development regulatory authority over the subdivision and properties where the Easement Areas are located and is the unit of local government being granted enforcement rights hereunder regarding the removal of trees in the Easement Areas; and

WHEREAS, the First Grantor, Second Grantor and Grantee, by the establishment of the tree removal requirements hereunder on, over and across the Easement Areas desire to prevent the removal of or damage to any healthy trees within the Easement Areas for any purpose or in any manner inconsistent with the terms of this Easement; and

WHEREAS, the First Grantor and Grantee have identified the trees in the Easement Area, and denoted those which First Grantor and Grantee agree are healthy trees and those which are trees to be removed due to disease or infection/infestation which fall within and under the terms and conditions herein, as shown on **Exhibit A-3**, attached hereto and made a part hereof; and

WHEREAS, the Second Grantor and Grantee have not identified the trees in the Easement Area, and denoted those which Second Grantor and Grantee agree are healthy trees and those which are trees to be removed due to disease or infection/infestation which fall within and under the terms and conditions herein, but Second Grantor and Grantee will do so at Second Grantee's expense within six (6) months following Grantee's acceptance of this Grant of Easement; and

WHEREAS, each of the First Grantor and Second Grantor is willing to grant, and Grantee is willing to accept, this Easement subject to the covenants, terms, and conditions set out herein and imposed hereby.

NOW, THEREFORE, the First Grantor and the Second Grantor, for valuable consideration, including the settlement of certain litigation between and among First Grantor, Second Grantor and Grantee, the benefits to the Second Grantor arising from this Grant of Easement and the foregoing recitations (which are hereby incorporated into and made a part of this Easement) and of the mutual covenants, terms and conditions hereinafter contained, said valuable consideration hereby acknowledged by First Grantor and Second Grantor, do hereby grant, sell and convey unto the Grantee, forever, a non-

exclusive easement in perpetuity on, over and across the First Easement Area (as above described) and the Second Easement Area (as above described) consisting solely of the following covenants:

1. No healthy tree within the First Easement Area and depicted in the tree survey attached as **Exhibit A-3** or within the Second Easement Area and identified within a tree survey to be provided by Second Grantor within six (6) months after acceptance of this Grant of Easement by the Village shall be removed or damaged, except as provided hereinafter. Trees outside of the First Easement Area, trees outside of the Second Easement Area, trees within the First Easement Area not depicted in the tree survey attached as **Exhibit A-3** and trees within the Second Easement Area not depicted in the tree survey to be provided within six (6) months by Second Grantor shall be governed by generally applicable laws and regulations of the State of Illinois, County of DuPage and the Village of Burr Ridge.
2. Despite any other minimum number or threshold of trees otherwise provided by Village ordinance or regulation of trees at any time (and unless otherwise provided herein for diseased or infected/infested trees), prior to the removal of any single tree in the First Easement Area shown on **Exhibit A-3** or in the Second Easement Area shown in the Second Easement Area Tree Survey to be provided within six (6) months by Second Grantor, including Property Owner request or due to significant damage to a tree from any activities on the Property, the Property Owner must first apply for and obtain a permit from the Village, to replant a new tree or trees and shall comply with and be subject to the Village's then-applicable ordinances and regulations regarding trees, including Chapter 57 entitled "Trees", which shall govern the definitions, procedures and requirements regarding the replacement of any such tree that is removed with a permit or Village approval, or is improperly removed or significantly damaged and warrants removal.
3. Trees voluntarily planted or growing otherwise within the First Easement Area (i.e., trees not identified in the table on the cover page of **Exhibit A-3** or trees not planted as required by Paragraph 2) or within the Second Easement Area (i.e., trees not identified in the Second Easement Area Tree Survey or trees not planted as required by Paragraph 2) shall be subject to the applicable ordinances of the Village if they are to be removed and the minimum threshold of trees to be removed shall be that which is set forth in the ordinance, with the tabulation of trees removed to exclude those trees which are shown in the surveys and any trees planted to replace them under any requirement of this Grant of Easement.
4. This Grant of Easement and the covenants contained herein do not restrict (a) the routine pruning and maintenance of any trees or (b) the removal of (i) diseased or infected/infested trees or (ii) trees that have suffered storm damage, death or any other causes (not arising from the fault or negligence of the Property Owner) leading them to become loose, broken, cracked, leaning or otherwise hazardous from within the Easement Areas, if the condition of such tree(s) is first agreed upon by the Grantee's and Grantors' arborist(s).
5. Replacement of diseased or infected/infested trees or trees that have suffered storm damage, death or any other causes leading them to become loose, broken, cracked, leaning or otherwise hazardous is not required.
6. Accessory structures are allowed within the First Easement Area and the Second Easement Area as provided by the Village Zoning Ordinance, provided however, that no buildings shall be permitted with the Easement Areas, as such terms ("accessory

structure” and “building”) are defined in the Burr Ridge Zoning Ordinance, as may be amended from time to time.

7. Grantee shall have the right, upon three (3) business days notice or without notice in the case of an emergency, to enter upon the Easement Areas through other portions of the Properties at all reasonable times for the purpose of inspecting the Easement Areas and determining whether the Property Owner of any of the Easement Areas is complying with the covenants and conditions of this Grant.
8. The Easement Areas shall be fixed to the territory described above and shall not expand in the event of an enlargement of the Property through deed, subdivision or any other act. It shall be the right of the Grantee or Grantors to enforce by proceedings at law or in equity the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of either party’s right to insure compliance with the covenants and conditions of this Grant by reason of any prior failure to act.
9. Each of the Grantors represents to one another and to the Grantee that their property is not encumbered by any mortgage, lien or other obligation requiring the consent of any person other than that person that has executed the consent to this Grant on the signature pages below for their respective properties.
10. The non-exclusive perpetual easement as herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns running upon, over and across the Easement Areas in perpetuity. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the State of Illinois who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

IN WITNESS WHEREOF the Grantors and Grantee have executed this Grant of Easement the day and year first above written.

**GRANTEE: VILLAGE OF BURR RIDGE,**  
an Illinois Municipal Corporation

By: \_\_\_\_\_  
Mickey Straub, Mayor and Village President

Dated: \_\_\_\_\_, 2018

**ATTEST:**

By: \_\_\_\_\_  
Karen Thomas, Village Clerk  
Dated: \_\_\_\_\_, 2018

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF DUPAGE         )

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

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Commission expires \_\_\_\_\_.

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

**FIRST GRANTOR: CHICAGO TITLE LAND TRUST COMPANY**, not personally but as Trustee under that certain trust agreement dated September 15, 2010 and known as Chicago Title Land Trust Company, Trust No. 8002355755

By: \_\_\_\_\_  
As Trustee, UTA 8002355755  
Dated: \_\_\_\_\_, 2018

[SPACE BELOW RESERVED FOR TRUSTEE EXCULPATION]

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Chicago Title Land Trust Company, under Trust Agreement No. 8002355755, dated September 15, 2010, as Trustee, personally known to me to be an authorized trustee or agent of the trust that executed the Grant of Easement and acknowledged that s/he is the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument in his/her capacity as trustee as the free and voluntary act and deed of the trust, by authority set forth in the trust documents or under statute, for the uses and purposes therein set forth, and on oath stated that s/he is authorized to execute this Grant of Easement and in fact executed this Grant of Easement on behalf of the trust.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
Commission expires \_\_\_\_\_.

CONSENT AND JOINDER TO GRANT OF EASEMENT (FIRST PROPERTY)

The undersigned hereby certifies that it is the holder of the mortgage, lien or other encumbrance recorded in the Office of the Recorder of Deed for DuPage County, Illinois as Document No. R2011-086678 ("Mortgage"), encumbering the lands described herein as the First Property. The undersigned hereby joins and consents to the Grant of Easement by the Owner of the First Property, and agrees that the Mortgage shall be subordinated to said Grant.

BMO HARRIS BANK, N.A.

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

Print Name: \_\_\_\_\_ Its: \_\_\_\_\_

WITNESS:

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

Print Name: \_\_\_\_\_ Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was signed and witnessed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ the \_\_\_\_\_ of BMO HARRIS BANK, N.A. and by \_\_\_\_\_ the \_\_\_\_\_ of BMO HARRIS BANK, N.A. acting as such and on behalf of BMO HARRIS BANK, N.A. Such person is personally known to me or produced identification.

\_\_\_\_\_  
(Notary Signature)

Commission expires \_\_\_\_\_.

**SECOND GRANTOR: BARBARA CARR**

By: \_\_\_\_\_  
Barbara Carr

Dated: \_\_\_\_\_, 2018

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the BARBARA CARR, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument in her individual capacity for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Commission expires \_\_\_\_\_.  
\_\_\_\_\_  
Notary Public

**EXHIBIT A-1**

Depiction of First Easement Area

# EXHIBIT A-1



**DEVELOPER/OWNER:**  
**NANCY PARTIPILO**  
 8269 GRAYSTONE COURT  
 BURR RIDGE, ILLINOIS 60527

NORTH LINE OF THE SOUTH  
 OF THE SOUTH 60 ACRES OF  
 THE E 1/2 OF THE NE 1/4  
 SECTION 1-37-11; AND NORTH  
 LINE OF DEVON WOODS AS  
 PER DOCUMENT R89-018114

LOT 67

LOT 68

LOT 69

DEVON OF BURR RIDGE UNIT TWO  
 RECORDED AUGUST 28, 1979, AS  
 DOCUMENT R79-77234

PAVE  
 95.00'

75.00'

EASEMENT  
 AREA

138.49'

LOT 4

LOT 5

PAVE  
 86.55'

5' P.U.E.  
 224.65'

LOT 3

60' BUILDING LINE

5' P.U.E.  
 187.33'

30' B.L.

30' B.L.

10' P.U.E.  
 L=42.66'  
 RAD=50.00'(R)

**SHENANDOAH  
 COURT**

HERETOFORE DEDICATED

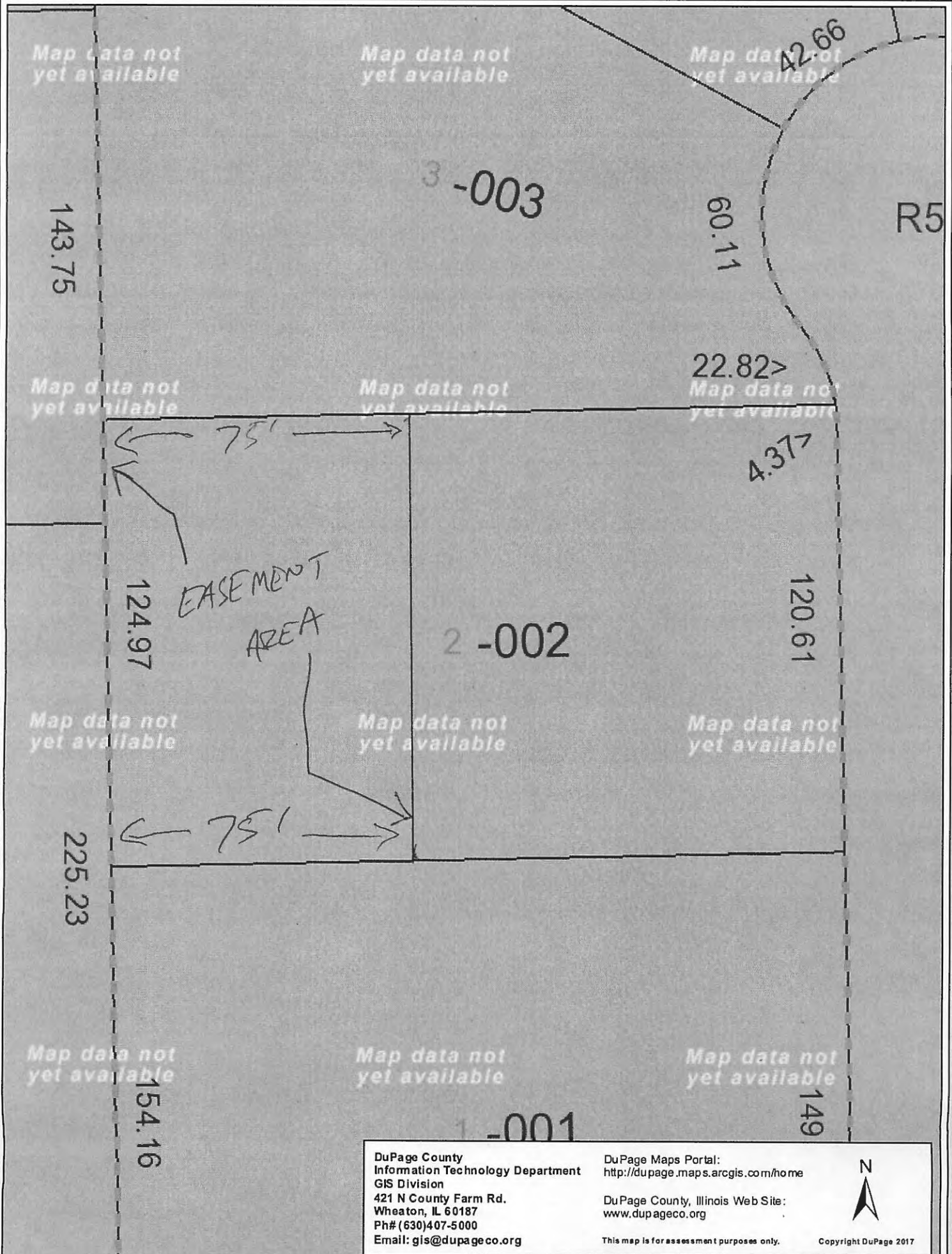
**MORRIS**

Civil Engineering Consulting & Land Surveying  
 5100 Lincoln Ave. - Lisle, IL 60532 - Phone: (630) 271-0770  
 Website: www.morris.com - Fax: (630) 271-0774



**EXHIBIT A-2**

Depiction of Second Easement Area



DuPage County  
Information Technology Department  
GIS Division  
421 N County Farm Rd.  
Wheaton, IL 60187  
Ph# (630)407-5000  
Email: gis@dupageco.org

DuPage Maps Portal:  
<http://dupage.maps.arcgis.com/home>  
  
DuPage County, Illinois Web Site:  
[www.dupageco.org](http://www.dupageco.org)  
  
This map is for assessment purposes only.



### **EXHIBIT A-3**

#### **Tree Surveys of Easement Area on First Property**

The Parties attach hereto two tree surveys for the First Property. The tree surveys were last reviewed on July 11, 2014, with the location of the trees depicted on Page 5 of Exhibit A-3 and the most recent assessment of trees in the Easement Area itemized in Page 6 of Exhibit A-3. The following table identifies the trees that remained on site following the removal of sick, dying or hazardous trees after the July 11, 2014 tree survey:

<b>TREE NO.</b>	<b>SPECIES</b>	<b>SIZE</b>	<b>CO</b>	<b>FO</b>
564	Red Oak	6.75	3	3
565	Black Walnut	7.25	4	3
566	Red Oak	12.5	4	4 (sweep)
567	Black Walnut	6.25	5	4
568	SW White Oak	7.75	4	3 (basal)
573	White Oak	24.75	3	2
574	Red Oak	18.5	3	3
577	White Oak	28.25	3	3/2 (multilead)

Tree numbers 560, 561, 562, 563, 569, 570, 571, 572, 575, 576 and 578 were all found to be sick, dying or hazardous trees after the July 11, 2014 tree survey and these eleven (11) trees were removed following the July 11, 2014 tree survey.



## TREE SURVEY

1 Shenandoah Ct  
Burr Ridge, Illinois

Prepared For:  
Tim Klass

<b>Rating</b>	<b>Description</b>	<b>General Criteria</b>
1	Excellent	The tree is typical of the species, has less than 10% deadwood in the crown that is attributable to normal causes, has no other observed problems, and requires no remedial action.
2	Good to Fair	The tree is typical of species and/or has less than 20% deadwood in the crown, only one of two minor problems that are easily corrected with normal care.
3	Fair	The tree is typical of the species and/or has less than 30% deadwood in the crown, one or two minor problems that are not eminently lethal to the tree, and no significant decay or structural problems, but the tree must have remedial care above normal care in order to minimize the impact of future stress and to insure continued health.
4	Fair to Poor	The tree is not typical of the species and/or has significant problems such as 30-50% deadwood in the crown, serious decay or structural defect, insects, disease, or other problems that can be eminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.
5	Poor	The tree is not typical of the species and/or has over 50% deadwood in the crown, major decay or structural problems, is hazardous or is severely involved with insects, disease, or other problems that even if aggressively corrected would not result in the long term survival of the tree.
6	Dead	Less than 10% of the tree shows signs of life.

Form Rating: Form is a subjective evaluation comparing labeled tree with specimen tree of the same species. Form classes are the same as those listed above under Condition Health Rating.



**1 Shenandoah Ct, Burr Ridge**

[illegible]

# Shenandoah Ct. Burr Ridge

PROJECT LOCATION

Job No. Partipilo  
Client Name

TREE NO.	LOCATION	SPECIES	SIZE	CO.	FO.	PROBLEM CODES	ACTIVITY CODES	COMMENTS
560		G Ash	6.75	3	3	EAB		
561		G Ash	6.0	3	4	EAB		
562		G Ash	8.25	3	5	EAB Crook		
563		G Ash	19.75	4	4	EAB		
564		Red Oak	6.75	3	3			
565		Bk Walnut	7.25	4	3			
566		Red Oak	12.5	4	4	sweep		
567		Bk Walnut	6.25	5	4			
568		SW White Oak	7.75	4	3	basal		
569		Red Oak	18.5	4	5	sweep/hollow		
570		Red Oak	16.75	4	5			
571		Red Oak	22.75	4	5			
572		G Ash	14.25 12.75	5	5	double	location?	EAB
573		Wh. Oak	24.75	3	2			
574		Red Oak	18.5	3	3			
575		Red Oak	23.5	3	4	sweep - 2 lead		
576		Red Oak	28.0	3	3			
577		Wh. Oak	28.75	3	3.2	Multi lead		
578		Red Oak	18.75 22.25	3	3	2 lead double	location?	co-dominant stems



FOUND IP @  
0.65 S & 3.67 E

FOUND IR @  
4.11 S & 0.29 E

SOUTH LINE OF NORTH 20.867 ACRES  
OF THE EAST 1/2 OF NORTHEAST 1/4 SEC. 1-37-11

212.00'  
165.00

N 89°55'53" E 212.00

CAN  
4X4  
CAN

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### PROJECT LOCATION

Client Name

Sheet of

T99 removed?  
572?





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

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

**8A** Mickey Straub  
Mayor

Karen J. Thomas  
Village Clerk

J. Douglas Pollock  
Village Administrator

May 9, 2018

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

**Re: Z-05-2018: 9101 Kingery Highway (Olguin)**

**S-03-2018: 9101 Kingery Highway (Olguin)**

Dear President and Board of Trustees:

The Plan Commission transmits for your consideration its recommendation to approve a request by Jim Olguin for an amendment to PUD Ordinance #834-24-15 (Spectrum) and for two special uses for a single-tenant restaurant and drive-through facilities accessory to any permitted or special use for McDonald's, LLC or a designated franchisee at 9101 Kingery Highway. The Plan Commission also recommends a variation be granted to the petitioner to permit four wall signs on the property; the petitioner is permitted to have two wall signs in addition to a permitted ground sign.

After due notice, as required by law, the Plan Commission held a public hearing on March 19, 2018 and May 7, 2018. The primary discussion in these meetings was related to traffic generated by the use, specifically regarding southbound traffic on 91st Street. The Plan Commission concluded that while additional traffic would be generated by the use, the improvements made to widen 91st Street would create an acceptable amount of capacity to handle this increase in traffic. Other discussions were held regarding building elevations, crime, and signage. One Plan Commissioner did not support the proposal based on the traffic impact to the surrounding neighborhoods. Approximately ten residents from the Fallingwater subdivision and the unincorporated area north of 91st Street objected to the proposed use.

The Plan Commission, by a vote of 4 to 1, ***recommends that the Board of Trustees approve*** a request to amend Planned Unit Development Ordinance #834-24-15 and approve two special uses for a single-tenant restaurant and drive-through facilities accessory to a permitted or special use for McDonald's, LLC or a designated franchisee at 9101 Kingery Highway, subject to the following conditions:

1. The special uses will be limited to McDonald's, LLC or a designated franchisee in a manner consistent with the submitted business plan and shall expire if McDonald's, LLC or a designated franchisee no longer operates the business at 9101 Kingery Highway.
2. The special use and facility shall be limited to the building on the property at 9101 Kingery Highway in which McDonald's, LLC or a designated franchisee will be the sole occupant.
3. Retail sales, including those generated at the drive-through, are prohibited between the hours of 11pm-5am, seven days a week.

The Plan Commission, by a vote of 5 to 0, ***recommends that the Board of Trustees approve*** a request for a sign variation to permit four wall signs in addition to a permitted ground sign for McDonald's, LLC or a designated franchisee at 9101 Kingery Highway, subject to the east elevation sign being reduced in size and height.

Sincerely,

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

GT:EBW/mm  
Enclosures



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

**Z-05-2018: 9101 Kingery Highway (McDonald's); Requests an amendment to Planned Unit Development Ordinance #A-834-24-15 (Spectrum) and requests special use approvals as per Section VIII.C.2.q of the Burr Ridge Zoning Ordinance for a single-tenant restaurant with drive-thru facilities in a B-2 Business District; continued from March 5, 2018**

**HEARING:**

March 19, 2018; continued from  
March 5, 2018

**TO:**

Plan Commission  
Greg Trzupek, Chairman

**FROM:**

Evan Walter  
Asst. to Village Administrator

**PETITIONER:**

McDonald's, LLC

**PETITIONER STATUS:**

Land Lease Tenant

**PROPERTY OWNER:**

S-K Burr Ridge Residential, LLC

**EXISTING ZONING:**

B-2 PUD

**LAND USE PLAN:**

Recommends Residential Uses

**EXISTING LAND USE:**

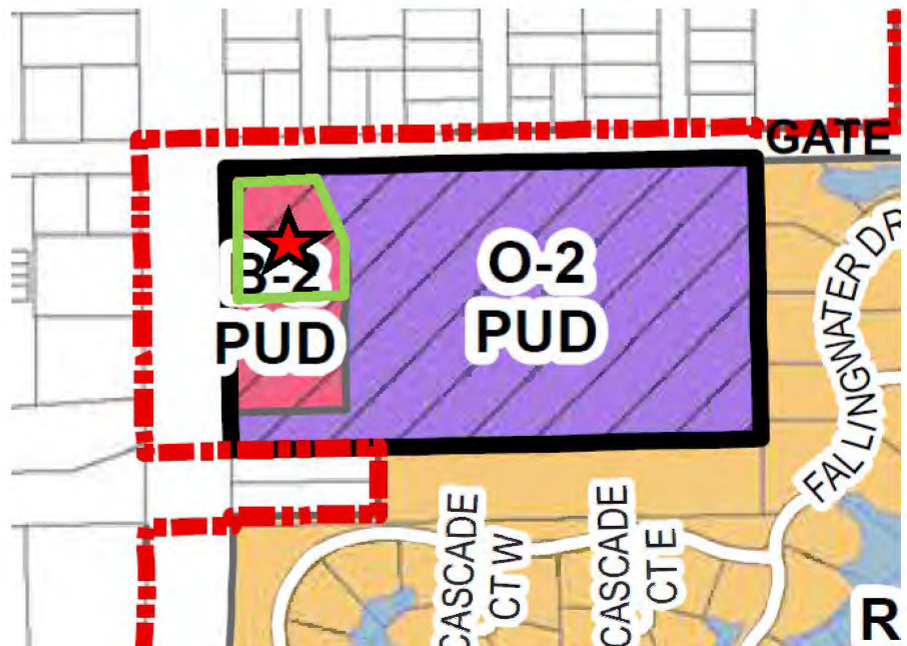
Vacant Land

**SITE AREA:**

1.29 Acres

**SUBDIVISION:**

Spectrum





This petition was continued from March 5, 2018. The petitioner is McDonald's, lessee of land at 9101 Kingery Highway. This property is located west of the Spectrum Senior Living facility at the southeast corner of Kingery Highway and 91<sup>st</sup> Street, which was annexed as part of the Spectrum PUD approved in 2015. McDonald's requests an amendment to Planned Unit Development Ordinance #A-834-24-15 (the Spectrum PUD) and requests special use approvals as per Section VIII.C.2 of the Burr Ridge Zoning Ordinance for a single-tenant restaurant with drive-thru facilities in a B-2 Business District. The subject property is part of a Planned Unit Development approved in 2015, which originally included a senior care facility with approximately 190 total units on 15.5 acres and retail zoning on 3.5 acres fronting Kingery Highway.

### **COMPLIANCE WITH THE COMPREHENSIVE PLAN**

The Comprehensive Plan states that this area should be developed with residential lots; however, in 2015, the Plan Commission indicated that they wished to amend the Comprehensive Plan to reflect that this area should be developed as mixed-use, which is the intention of the Spectrum PUD. An amendment to the Comprehensive Plan will be necessary and will be initiated by staff and scheduled for a subsequent Plan Commission meeting.

### **COMPATIBILITY WITH SURROUNDING ZONING AND DEVELOPMENT**

The property is bounded by the Spectrum PUD on the southeast corner of Kingery Highway and 91<sup>st</sup> Street. A vacant parcel zoned B-2 Business is located to the south of the property. Commercial development in unincorporated areas is located at each of the other three corners of 91<sup>st</sup> Street and Kingery Highway, while an unincorporated single-family residential subdivision is also located to the north.

### **COMPLIANCE WITH THE ZONING ORDINANCE**

Current zoning for the subject property is B-2 Business Planned Unit Development. This 2015 PUD includes the senior care facility and cottages under construction on the east side of the property. Development of the commercial outlots in the PUD, including the subject property, requires an amendment to the PUD. The proposed amendment seeks to create two outlots for retail uses with the northern parcel proposed to be developed and occupied by McDonald's. The petitioner has provided a site plan, landscaping plan, and building elevations. The following information is provided relative to compliance with the underlying, B-2 Business District:

**Land Use.** Both a single-tenant restaurant and drive-thru facilities are listed as special uses. This petition requests special use approval for both a single-tenant restaurant and for a restaurant with a drive-thru facility.

**Building Setbacks.** The B-2 District requires a minimum 40-foot setback from front, corner side, and rear yard lot lines, and a 20-foot minimum setback for an interior side yard lot line. The proposed use meets each of these requirements.

**Floor Area.** A PUD in the B-2 District permits a 0.4 floor area ratio. The floor area ratio for the proposed use is 0.07 (3,662 square foot building on 56,192 square foot lot).

**Parking Lot Lighting.** Photometric plans are provided for parking lot lighting. The plans will be reviewed in detail by the Village Engineer at the time of permit application.

**Number of Parking Spaces.** Restaurants with drive-thru facilities are required to provide 14 parking spaces for each 1,000 square feet of floor area plus 11 stacking spaces for the drive-in window with a minimum of five spaces designated for the ordering station. The site plan provides for sufficient stacking and ordering space but does not meet the requirement for the minimum

number of total spaces. The traffic study provided by the petitioner states that the proposed amount of parking is sufficient for the business' needs based on information from other area McDonald's.

**Trash Corral.** A trash corral is proposed to be located on the southeast corner of the lot near the interior access road approximately 30 feet from the principal building with brick screening matching the principal building. The Zoning Ordinance requires that dumpsters be located adjacent to the rear wall of a building and be screened.

**Building Elevations.** Section VIII.A.9.e of the Zoning Ordinance requires that exterior building facades be brick, stone, precast stone, pre-cast panels, glass, or similar materials. The proposed building uses brick and glass as the primary exterior building materials. Complete elevations are available in the petitioner's materials.

**Signs.** Signs will be reviewed under a separate consideration.

### **TRAFFIC STUDY AND CONFIGURATION**

A traffic study has been submitted by the petitioner. The primary access to McDonald's will be located 210 feet south of 91<sup>st</sup> Street with one inbound and two outbound lanes under stop sign control, while a cross-access to the southern retail outlet is proposed. This cross-access will be barricaded by a curb until the southern outlet is developed. On-site circulation will be limited to a one-way, counter-clockwise circulation that allows all traffic to complete business in a singular loop of the property. This arrangement reduces the amount of time that traffic must remain on-site.

The traffic study states that 50 percent of all trips made to restaurants such as McDonald's are diverted from the existing traffic on the roadway system. There is approximately 310 feet between the stop bar on westbound 91<sup>st</sup> Street at Kingery Highway; the westbound left-turn movement queue length during peak weekday morning traffic was shown to be 182 feet, while the peak weekday evening traffic was shown to be 242 feet. Staff has worked with the petitioner to re-design their proposed site plan to discourage movement onto 91<sup>st</sup> Street by shifting the sole ingress and egress to the site further south and encouraging traffic traveling northbound on Kingery Highway to utilize the right-in/right-out access on the southern end of the development. Staff suggests that the petitioner explore installing a curved chicane-style entrance as highlighted in red in Figure 1 to move the site's entrance even further south. Figure 1 is a McDonald's located at the intersection of Route 64 and LaFox Road in St. Charles.



The traffic study states that while the Zoning Ordinance requires approximately 50 spaces onsite, the proposed plan to include 44 spaces will be sufficient for the petitioner's needs. The study analyzed several other area McDonald's sites and concluded that no location exceeds peak demand for 44 spaces; the peak demand at a nearby location in Willowbrook was documented at 28 spaces.

### **PUBLIC HEARING HISTORY**

The subject property was re-zoned upon annexation in 2015 to the B-2 General Business District as part of the Spectrum PUD.

### **PUBLIC COMMENT**

Staff has received comments concerned with traffic congestion on westbound 91<sup>st</sup> Street as well as cut-through traffic on O'Neill Drive, Palisades Road, and Skyline Drive.

### **FINDINGS OF FACT AND RECOMMENDATIONS**

The petitioner has provided findings of fact which may be adopted if the Plan Commission is in agreement. The petitioner has also provided detailed plans and elevations for the building. Relative to compliance with the findings of fact and compliance with the Zoning Ordinance, the following staff review comments are provided:

- Staff has met with the petitioner to discuss methods for discouraging traffic flow onto 91<sup>st</sup> Street. The site plan shows a restaurant with drive-thru facilities in which visitors can complete their visit in a single loop. Staff suggests consideration of moving the access on the southeast side of the property further south by adding a chicane-style entrance to further discourage northbound traffic from exiting onto 91<sup>st</sup> Street.
- There are three parking spaces in the northeast corner of the parking lot that are shown over an existing 10' watermain easement. Staff recommends that these spaces be moved elsewhere on the site plan or removed altogether.
- The petitioner's site plan indicates a sub-standard amount of parking spaces; however, staff does not object to the quantity of spaces as shown on the site plan, nor does staff object to a reduction of three spaces to accommodate the watermain easement as shown. It is staff's opinion that the parking standards for drive through restaurants are outdated and the Village should consider an amendment to these standards in the future.
- The trash dumpster is located in an interior side yard near the interior access road of the building rather than adjacent to the rear wall of the building. Based on the site plan, the brick screen wall, and landscaping provided, the proposed location of the dumpster enclosure seems appropriate.

The subject property was rezoned in 2015 for the purpose of accommodating highway-oriented commercial uses. The proposed land use is generally consistent with this intent and with the underlying zoning. As with all new commercial development, the site plan, landscaping plan, and building elevations are subject to review by the Plan Commission and approval by the Board of Trustees.

### **Appendix**

Exhibit A – Petitioner's Materials





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

**Z-05-2018: 9101 Kingery Highway (McDonald's); Requests an amendment to Planned Unit Development Ordinance #A-834-24-15 (Spectrum) and requests special use approvals as per Section VIII.C.2.q of the Burr Ridge Zoning Ordinance for a single-tenant restaurant and drive-thru facilities in a B-2 Business District; continued from March 5, March 19, and April 16, 2018**

**HEARING:**

May 7, 2018; continued from  
March 5, 2018 and March 19,  
2018

**TO:**

Plan Commission  
Greg Trzupek, Chairman

**FROM:**

Evan Walter  
Asst. to the Village Administrator

**PETITIONER:**

McDonald's, LLC

**PETITIONER STATUS:** Land  
Lease Tenant

**PROPERTY OWNER:**

S-K Burr Ridge Residential, LLC

**EXISTING ZONING:**

B-2 PUD

**LAND USE PLAN:**

Recommends Residential Uses

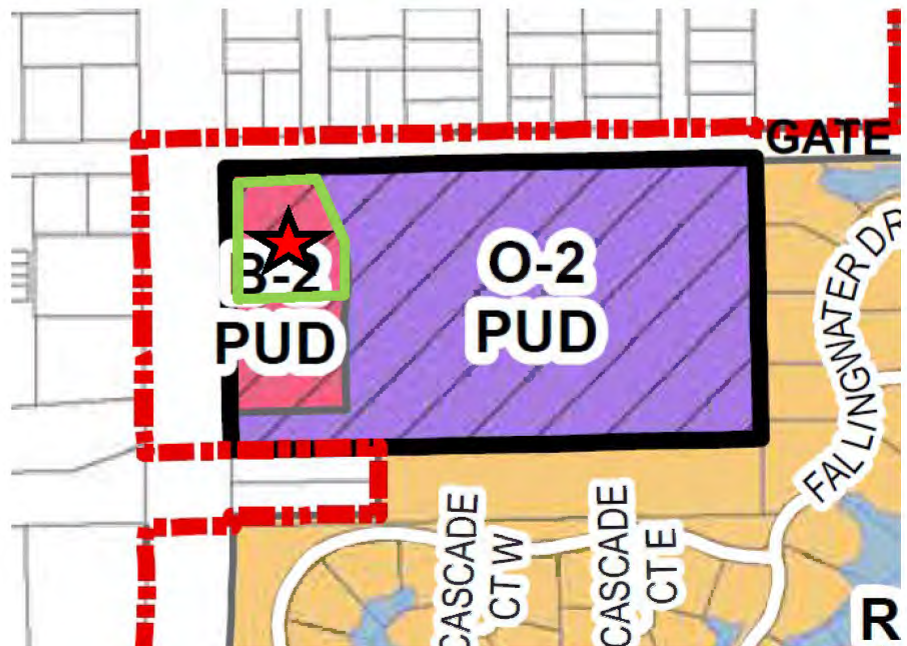
**EXISTING LAND USE:** Vacant  
Land

**SITE AREA:**

1.29 Acres

**SUBDIVISION:**

Spectrum





This petition was continued from March 5, March 19, and April 16, 2018. The Plan Commission continued the public hearing to gather further information on several issues. These include:

- Legal definition and threshold for special uses
- Elevations; the Plan Commission requested to see a different elevation package of higher aesthetic quality
- Traffic; specifically, how many unique car trips would be generated to the subject property by northbound and southbound travelers as well as how many would be required to use 91st Street upon exiting the subject property
- Intersection studies; specifically, whether IDOT studied the intersection (either in terms of capacity or signal timing) to determine if any expansion or upgrades is required due to the development occurring in the Village
- Crime; the Plan Commission requested crime reports from the DuPage County Sheriff and Burr Ridge Police Department at Speedway, Walgreens, the strip center on the southwest corner of Kingery Highway and 91st Street, and the existing McDonald's on Kingery Highway

#### **LEGAL DEFINITION OF "SPECIAL USE"**

Chairman Trzupsek requested additional information be made available regarding the legal definition of a special use. The petitioner is requesting two special uses on the subject property; a *restaurant in single-tenant buildings* and *drive-through facilities accessory to any permitted or special use*. A special use is defined in Section XIV of the Zoning Ordinance as "*a use, either public or private, which, because of its unique characteristics, cannot be properly classified as a permitted use in a particular district or districts.*" Special uses differ from variances in that special uses deal primarily with the use of land, whereas variances deal primarily with hardships as they relate to the physical characteristics of a lot or existing improvement. For example, a special use may be required due to the traffic capacity or noise generated by a use and thus be reviewed for appropriateness, whereas a variance may be required due to a topographical condition of a property, whose use is limited without the granting of a variance.

Section IV.B.4 of the Zoning Ordinance states:

*Due to the unique characteristics of the special uses, special standards and other conditions for their locations and development are herein set forth for each special use in the district regulations. A special use shall be granted only upon evidence that such use meets standards established for such classification in this Ordinance and any other applicable ordinances of the Village of Burr Ridge. The granting of permission therefore may be subject to conditions reasonably necessary to meet such standards.*

The standards as referenced previously refer to the findings of fact, which for special uses are defined by Section XIII.K.7 of the Zoning Ordinance as the following:

- a. The use meets a public necessity or otherwise provides a service or opportunity that is not otherwise available within the Village and is of benefit to the Village and its residents.*

- b. The establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.*
- c. The special use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood in which it is to be located.*
- d. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
- e. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.*
- f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*
- g. The proposed special use is not contrary to the objectives of the Official Comprehensive Plan of the Village of Burr Ridge as amended.*
- h. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission or, if applicable, the Zoning Board of Appeals.*

The Plan Commission is entitled to recommend adoption of conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the special use as is deemed necessary or desirable for the protection of the public interest and to secure compliance with the standards for a special use. If the Plan Commission determines that the request for special use meets the standards set forth in the Zoning Ordinance, it can then adopt the findings of fact and recommend approval of the special use, which is considered for final approval by the Village Board.

## **ELEVATIONS**

The petitioner has provided an updated elevation package based on Plan Commission feedback; it should be noted that the revised elevations are one-of-a-kind to this location. The brick exterior has been darkened to more closely match the elevation of the Spectrum building and additional design features have been added to the northern elevation to reduce monotony, including the addition of glazed windows and additional landscape buffer being added between the drive-thru ordering screen and the façade.

## **TRAFFIC STUDY AND CONFIGURATION**

A revised traffic study has been submitted by the petitioner and reviewed by the Village's traffic consultant. All studies and projections account for the buildout of Spectrum Senior Living and the proposed McDonald's.

**Trip Generation:** The study projects weekday morning peak hour traffic (7:15-8:15 am) at the property to be 75 total vehicles in and 72 total vehicles out; weekday midday peak hour traffic (12:00-1:00 pm) to be 103 total vehicles in and 100 total vehicles out; and weekday evening peak

hour traffic (4:45-5:45 pm) to be 62 total vehicles in and 58 total vehicles out. Daily two-way traffic is estimated to be 1,724 total vehicles. By comparison, existing average annual daily traffic at the Kingery/91<sup>st</sup> intersection is approximately 30,000 cars based on recent IDOT studies. Of each of these figures, approximately 50% of the total traffic will be generated by existing pass-by traffic. The study estimates that 80% of all McDonalds' traffic will originate from Kingery Highway.

**Intersections and Queueing:** The study states that the intersection of Kingery Highway and 91st Street is projected to continue operating at acceptable level of service (LOS) during the weekday morning and evening peak hours as defined by IDOT. Average increases in delay of approximately twenty seconds during the morning peak hour and ten seconds during the evening peak hour will occur as a result of McDonald's traffic. In total, restaurant traffic from McDonald's is projected to result in an approximate two percent increase during the peak hours. No intersection in the vicinity of the subject property is projected to exceed its current LOS and require expansion.

A queue analysis was performed for several intersections in the vicinity of the subject property; the results are shown in Table 1. A rendering of the improvements made to 91<sup>st</sup> Street, including documenting additional left-turn capacity, has also been included. In total, stacking capacity will double from 6 to 12 cars after the widening and re-striping has been completed, which includes space for a cut-through lane for eastbound traffic turning left onto O'Neill Drive. After improvements to 91<sup>st</sup> Street are completed, there will be 310 feet of left-turn capacity on westbound 91<sup>st</sup> Street at Kingery Highway. By comparison, the westbound left-turn queue length during peak weekday morning traffic is projected to be 176 feet, while the peak weekday evening traffic is projected to be 214 feet, meaning that sufficient left-turn capacity is projected to be present at all times.

<b>Table 1 (Units in Feet)</b>		<i>Morning Peak Hour</i>		<i>Evening Peak Hour</i>	
<i>Intersection</i>		<i>Average</i>	<i>95<sup>th</sup> %ile</i>	<i>Average</i>	<i>95<sup>th</sup> %ile</i>
Kingery & 91 <sup>st</sup>	Westbound Left	94	176	139	214
	Westbound Thru/Right	89	173	165	247
Access & 91 <sup>st</sup>	Northbound Left	39	70	34	64
	Northbound Right	20	44	9	32
McDonald's and North-South Access	Eastbound Left	23	46	24	48
	Eastbound Thru/Right	24	43	16	40

**Parking Capacity:** The site plan includes 47 parking spaces, three of which will be located within a cross-access easement and to be removed when the southern outlot is developed. The study states that while the Zoning Ordinance requires approximately 50 spaces onsite, 47 spaces will be sufficient for the petitioner's needs. McDonald's has slightly altered their site plan to include additional spaces within a cross-access easement at the southwest corner of the property, which will be eliminated when the southern outlot is developed. The peak demand at the existing McDonald's on Kingery Highway with a parking capacity of 45 spaces was documented during a weekday lunch hour at 28 spaces. The study also projects that when relocated to the Burr Ridge site, the projected sales will increase by approximately 30 percent; when observed peak demand is applied, this translates into a projected demand of 36 parking spaces at the subject property.

## **CRIME**

The Plan Commission requested additional information regarding police activity at the Speedway, Walgreens, the former 7-Eleven location at the southwest corner of Kingery Highway and 91<sup>st</sup> Street, as well as the existing nearby McDonald's on Kingery Highway. Staff obtained police data from the DuPage County Sheriff's Office for calls of service between January 1, 2012 and March 27, 2018. These documents are attached. The Burr Ridge Police Department has also assisted the Sheriff's Office in rare cases; these reports are also attached. Staff requested clarification from the Sheriff's Office in defining when calls could be considered criminal in nature instead of simple assistance rendered; these cases have been reviewed and totaled in Table 2:

**Table 2; Calls of Service between January 1, 2012 and March 27, 2018**

<b>Property</b>	<b>DuPage Calls</b>	<b>DuPage Criminal</b>	<b>Village Calls</b>	<b>Village Criminal</b>
Speedway	196	56	11	4
Walgreens	139	48	4	2
SW Center	129	49	7	4
McDonald's	256	132	9	6

## **FINDINGS OF FACT AND RECOMMENDATIONS**

The petitioner has provided findings of fact which may be adopted if the Plan Commission is in agreement. If special uses for a single-tenant restaurant and drive-thru facilities are recommended for approval, staff recommends that they be made subject to the condition that the special uses shall be limited to McDonald's, LLC and/or its designated franchisee at 9101 Kingery Highway in a manner consistent with the submitted business plan, elevations, and other materials, and to expire once the business no longer operates at this property.

## **Appendix**

Exhibit A – Petitioner's Application

# Version Approved by Ad Hoc Local School Committee

U.S. DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS  
CHICAGO OFFICE  
500 West Madison Street, Suite 1427  
Chicago, IL 60661

## ADMINISTRATIVE COMPLAINT

### COMPLAINANT

\_\_\_\_\_ [name(s)]  
[Address(es)]

### BASIS FOR COMPLAINT

The complainants are currently residents in Hinsdale Township High School District #86 with offices located at 55 S. Grant Street, Hinsdale, Illinois 60521 (hereinafter “District”). We reside within the attendance boundaries currently fixed for Hinsdale South High School. Complainants and their children have experienced and continue to experience unlawful discrimination based upon the fixing of unlawful attendance boundaries, the continuation and expansion of those boundaries, and the curricular disparity between Hinsdale Central High School and Hinsdale South High School, the two schools that comprise the District.

These boundaries serve to seclude a predominantly White and notably more affluent population within the Hinsdale Central attendance area. By adhering to these boundaries, the Board of Education has fostered increased demand for housing in the Hinsdale Central attendance area from more affluent homebuyers and a resulting influx of enrollment at Hinsdale Central. The Board of Education is now experiencing a problem of its own making, overcrowding at Hinsdale Central. The Board of Education continues to enhance the educational opportunities at Hinsdale Central High School, while diminishing those at Hinsdale South High School.

In contrast, at Hinsdale South, a school with a population of significantly lower socioeconomic means as well as a notably higher concentration of Black and Hispanic students, there is an abundance of classroom space and building capacity that is increasingly underutilized. There is also a gross disparity in resources, curricular and extra-curricular between the two high schools. The Board of Education’s refusal to adjust boundaries to solve Hinsdale Central’s overcrowding problem evidences its intent to unlawfully insulate any homes in the Hinsdale Central attendance area against being reassigned to the Hinsdale South attendance area, even when that means perpetuating and likely further exacerbating the compromised curricular offerings at Hinsdale South.

## **PRELIMINARY STATEMENT**

1. Complainants file this Complaint pursuant to 20 U.S. Code § 1703 – “Denial of Equal Educational Opportunity Prohibited”.
2. The District has created and maintains an attendance boundary between two high schools in its jurisdiction, Hinsdale Central and Hinsdale South, and implements a student assignment policy that permits discrimination and in practice allows students to be subjected to improper and unequal treatment in violation of 20 U.S. Code § 1703. There are currently two attendance zones, frequently termed "Hard Central" and "Hard South", in which, until a Board policy revision made on June 6, 2016, student residents were previously assigned by district policy to one or the other high school. In addition, there is a third attendance zone, known as the "Buffer Zone", in which resident students have the privilege of choosing which high school to attend. The policy decision made on June 6, 2016, among other changes, conferred the privilege of school choice on students residing in "Hard Central" as well. This policy decision left students residing in "Hard South" as the only ones who are denied the privilege of school choice.
3. Over the last 12 years, successive Boards of Education of the District have watched enrollment at Hinsdale South drop from 1,920 students in 2005 to 1,507 students in 2017 as the minority imbalance between the two high schools has grown. Decision making (or lack thereof) of the past and current of the Boards of Education have established, continued, increased, and exacerbated the discriminatory effects of the attendance boundaries.
4. Residents of the Hinsdale South High School attendance area have repeatedly raised these concerns with the Board of Education of the District. Despite the objections raised by complainants and other residents, the Board of Education has continued and increased the impacts of its discriminatory policy and practices.
5. In order to address this situation, complainants request that the Chicago Office for Civil Rights (hereinafter “OCR”) investigate the Board of Education of the District and find that the Board has acted and continues to act in violation of the requirements and prohibitions of 20 U.S. Code § 1703 and take all necessary steps to remedy any unlawful conduct.

## **JURISDICTION**

6. OCR is responsible for ensuring compliance with, among other issues related to discrimination in education under federal law, the Elementary and Secondary Education Act (hereinafter “Act”) and its implementing regulations and guidelines and its purpose of ensuring "full educational opportunity" for all students in the District. At 20 U.S. Code § 1703, it is specifically provided that the denial of equal educational opportunity by the actions or decision making of a local board of education is prohibited.
7. The complaint is timely as the Board of Education of the District continues to maintain a policy and practice that enables discrimination, and in fact proposes to take action by referendum to further increase and financially fortify its power to engage in cost-inefficient discriminatory practices.
8. The District receives federal financial assistance and is therefore prohibited from discriminating under the above cited law.

## STATEMENT OF FACTS

9. The District is comprised of two high schools, Hinsdale Central High School and Hinsdale South High School. The attendance areas of the two high schools, as established by the formal actions of the Board of Education of the District are as shown on Exhibit A attached to this Complaint. One is commonly known as "Hard Central" (the attendance area for Hinsdale Central High School) and the other commonly known as "Hard South" (the attendance area for Hinsdale South High School). There is also a "Buffer Zone" between these two attendance areas (an attendance area lying at the border between Hard Central and Hard South).
10. Until a Board policy change made on June 6, 2016, student residents were previously assigned to either Hinsdale Central or Hinsdale South High School based on the attendance area they lived in, or if they lived in the Buffer Zone, they could choose which school to attend. The policy decision made on June 6, 2016, among other changes, conferred the privilege of school choice on students residing in "Hard Central" as well, i.e. they could choose to attend Hinsdale Central or Hinsdale South. As a result of this policy change, the only resident students in the District that are denied school choice privileges are those residing in the "Hard South" attendance area.
11. This 2016 policy decision by the Board of Education left students residing in "Hard South" as the only ones who were denied the privilege of school choice. The Hinsdale Central attendance area is colored orange, and the Hinsdale South attendance area is colored blue. See attached **Exhibit A**. There is also an area colored grey known as the "Buffer Zone" shown on the map. See attached **Exhibit A**. The Buffer Zone is an area in the District in which resident students historically had a unique power to choose to attend either Hinsdale Central or Hinsdale South as their school. The Buffer Zone has also been an area of controversy for decades insofar as it exists between the "Hard Central" and "Hard South" attendance areas and has been targeted by numerous commentators as an area suitable for reassignment to Hinsdale South to alleviate overcrowding at Central as well as to put unused capacity at Hinsdale South to use. Board meeting videos also show vigorous opposition to such an action from residents of the Buffer Zone.
12. As reported on IllinoisReportCard.com, self-described as, "...the state's official source of information about public schools across Illinois", the student population at Hinsdale Central during the fall, 2017 semester was 2,765 students; at Hinsdale South it was 1,507 students.
13. As shown in **Exhibit B**, enrollment at Hinsdale South has dropped by over 400 students since 2005.
14. There exists an area of substantial size and population in the District whose residents live closer to Hinsdale South yet who are allowed to enroll at Hinsdale Central (hereinafter "The Region"). That area was determined cartographically as is shown in **Exhibit C**, by (1) drawing a green straight line between Hinsdale Central and Hinsdale South, (2) determining the midpoint of that line, and (3) drawing and extending a red perpendicular line through the aforementioned green line. This red line thus divides homes in the District between those closer to Hinsdale Central (the area northeast of the red line) and homes closer to Hinsdale South (the area southwest of the red line). The rest of the red lines circumscribing the area reflect existing boundaries between Hinsdale Central/Buffer Zone and Hinsdale South.
15. School enrollment of students living in The Region yet enrolling at Hinsdale Central is significant. **Exhibit D** is a dot plot of student addresses in The Region reflecting enrollment at Hinsdale Central and Hinsdale South extracted from the District's reply to FOIA 17-55.

16. A FOIA request 17-98 was made to the School District to obtain records to enable a tally of students in The Region enrolled at each school as well a distribution of their race and ethnicity. The response to that FOIA request yielded the following results:

	Hinsdale Central	Hinsdale South
White students	98	16
Asian students	66	1
Black students	6	1
Hispanic students	12	12
Native Hawaiian or Other Pacific Islander	2	0
Two or More Races	5	0
Grand Total	189	20

17. Data drawn directly from IllinoisReportCard.com for the District and its two schools shows the following racial segregation demographics:

	Hinsdale Central	District 86	Hinsdale South	Central/South Disparity (Basis Point)
White Population Percentage	71.4%	65.8%	55.9%	155
Non-White Population Percentage	28.6%	34.2%	44.1%	-155

If the 98 White students in The Region who are attending Hinsdale Central had been assigned to Hinsdale South, the high school closest to their homes, the resulting segregation demographics would look as follows:

	Hinsdale Central	District 86	Hinsdale South	Central/South Disparity (Basis Point)
Revised White Population Percentage	70.3%	65.8%	58.6%	118
Revised Non-White Population Percentage	29.7%	34.2%	41.4%	-118

Thus, the enrollment of these 98 White students who live closer to Hinsdale South but who are enrolled at Hinsdale Central increased segregation of minorities between the schools by 37 basis points. The derivation of the percentages in the tables is shown in **Exhibit E**.

18. A comparison of curricular opportunities appropriate for average and above average students at each school revealed 41 courses with 2,398 registrations available exclusively to Hinsdale Central students during the Fall, 2017 semester. This comparison was based upon the District's response to FOIA 17-80 which requested a listing of all courses offered by the District at each school. These courses are listed in **Exhibit F**. None of these 41 courses were available to the 1,507 Hinsdale South students notwithstanding the fact that there doubtlessly were many for whom these courses would be appropriate.
19. The aforementioned comparison of curricular opportunities also revealed 11 courses with 518 registrations that were available exclusively to Hinsdale South students of average and above average ability during the fall, 2017 semester. 292 of these registrations (56% of total) were in



GeoPhysics and GeoPhysics AR which are requirements for graduation at Hinsdale South. These courses are listed in **Exhibit G**. The list reflects a notable absence of higher level courses comparable to those available exclusively at Hinsdale Central.

20. The District's Attendance Policy presently offers an asymmetric opportunity for students living in the Hinsdale Central/Buffer Zone attendance area to enroll at Hinsdale South but denies the same opportunity for students who live in the Hinsdale South attendance area the opportunity to enroll at Hinsdale Central. This practice clearly denies access to equal educational opportunities for students living in the Hinsdale South attendance area. The District Attendance Policy allows any student in the Hinsdale Central attendance area to choose to attend Hinsdale South. Students residing in the Buffer Zone can elect to attend either high school. Few, if any, make that choice. Those students overwhelmingly elect to attend Hinsdale Central. The District Attendance Policy also provides that students within the Hinsdale South attendance area must attend Hinsdale South High School. See copy of Board Policy 7.31, **Exhibit H**.
21. District administrative staff members recently engaged the community to present information from the Strategic Planning process twice (February 6 and February 12, 2018). Under the watch of the Board of Education and without noticeable objection from any of its members, a series of charts and messaging showed differences in what they defined as "High School Readiness" between students entering Hinsdale Central and those entering Hinsdale South. Their charts averaged the eighth-grade scores for the students from each sender school. See **Exhibit I**. Their analysis and messaging stated that the students entering Hinsdale South were below the targeted level of reading and math, and therefore not ready for high school. The messaging included the following statement by the Principal of Hinsdale Central:

***"What you are currently looking at here is the Hinsdale South Students. Eighth grade students preparing to enter in the Fall of 2017. That's our class of 2021, our current freshmen. As you can see, they are below or barely at level of reading and math from the feeder schools feeding into South. At Central, it's a little bit different story. Our students are at or above their reading and math levels as they enter our building in the fall of 2017. Again, this is our last year's eighth grade scores, our current freshman."***

The Hinsdale Central Principal's messaging continued:

***"The last three years at Hinsdale Central, they are at the reading level and they are at the math level, and you can see the feeder schools, students entering Hinsdale South, are both below reading and below math, as they enter those buildings. So, recognizing this has nothing to do with the current status at South or Central, it's how the students are coming to us."***

These statements were made at both public meetings. The use of single average scores for each sender school indicates a failure to consider the range of student performance within each sender school. Messages such as these coming from a public high school administration, without objection from the Board of Education, feed prejudice against sender schools having lower averages and foster labeling of students by where they come from. The entire presentation and messaging was made available by the District for download to the public, until it was deleted.

22. The District has exhibited a notable fluidity in its calculation of Available Capacity at Hinsdale South. As is shown on pages 108 and 109 of the District's Cumulative Annual Financial Report (hereinafter "CAFR"), **Exhibit J**, the square footage of the Hinsdale South Buildings area remained

unchanged from 2008 through 2015 and so did its available capacity (462,508 square feet and 1,875 students respectively). Then in 2016, the reported capacity increased to 1930. It is believed the change was made to conform to an Architectural Master Facilities Plan, **Exhibit K**, performed by architectural firm ARCON Associates, Inc. (hereinafter ARCON), commissioned in advance of the District's failed April, 2017 tax referendum. The capacity calculation in the CAFR remained at 1,930 in 2017 together with a reported drop in South Building square footage to 429,815 which also tracks with the Architectural Master Facilities Plan. It is believed that the Board of Education's proposed April, 2017 tax referendum failed in large part due to opposition from South attendance area voters to increasing the capacity of Hinsdale Central by more than 55,000 square feet to accommodate its burgeoning enrollment while capacity for 400 or more students was going unused at Hinsdale South.

23. Footnote (a) on page 108 of the CAFR reads in part, "The capacity number is calculated by taking the total teaching stations teaching stations (stet) multiplied by class size then multiplied by 80 percent efficiency rate." The note further goes on to say that ARCON updated its capacity calculation of Hinsdale South to 1,775, reducing it from 1,930. **Exhibit L** is a screen shot from the Board's video of their October 2, 2017 showing the architect's derivation of the new number. The calculation aligns with the description given in the CAFR. However, there was a drop of eight Teaching Stations, from 96.5 to 88.5.
24. During the October 2, 2017 presentation, ARCON's presenting architect explained why seven of those Teaching Stations were dropped from the count:

*"We know that two of those spaces were because during the Master Planning Process there were two spaces that were identified as being available for class which in fact were actually being used as offices...the other five were spaces that represent a difference in use compared to what you were doing two to two and a half years ago, and what you are doing, how you are using those spaces today."*

The plain significance of these words is that if Hinsdale South was no longer using a particular space for classes, it was dropped from the capacity calculation. That is regardless of the reason the space was not being used for classes. It is noteworthy that if those seven spaces were added back in, capacity would increase by 140 spaces (i.e., 7 teaching stations x 25 average class size x 0.8 efficiency). Then if you add 140 to the revised capacity calculation of 1,775, you get a capacity of 1,915 which is only 15 spaces less than the 1930 reported in the CAFR for 2017. So, if those 7 spaces were repurposed as classrooms, converted back to their likely original use, capacity would have remained almost unchanged.

25. Under the watch of the Board of Education and without noticeable objection from any of its members, District administrative staff members presented their own version of capacities at Hinsdale South and Hinsdale Central issuing a report entitled, "Building Use and Space Utilization Study" (hereinafter "Building Study"). They calculated a "Target Enrollment Cap" which was a summation of room capacities across each entire school. For Hinsdale South, they calculated the Target Enrollment Cap as 2,131 which they describe as a condition that would exist, "...such that every classroom were used every period and every class had the exact target enrollment..." As has been reported in the local press, 80% of that number, or 1,704 students, is now being touted by the Board of Education as the "ideal enrollment" for Hinsdale South. See **Exhibit M** as an example in which a reporter for the Chicago Tribune-affiliated local newspaper states, "South, which is a smaller school physically, had 1,518 enrolled as of Sept. 30, which is 186 students below what's considered its ideal enrollment."

26. The District's Building Study contains floor plans of each school in which all rooms are identified as to their use. At Hinsdale Central, a school serving 2,765 students, 130 rooms are identified as classrooms and 14 rooms are identified as office/conference spaces. At Hinsdale South, a school serving 1,507 students, 93 rooms are identified as classrooms and 24 rooms are identified as office/conference spaces. So, in the aftermath of an enrollment decline of over 400 students, over 20% of the rooms at Hinsdale South are currently being classified as office/conference spaces and being removed from the school's student capacity calculation. Aside from the question of how usable these 24 office/conference spaces would be as classrooms, according to the District's own Room Utilization Report supplied in response to FOIA 17-80, three of these supposed offices were actually used for academic purposes during the fall, 2017 semester (Rooms 258, 309 and IMC) and yet their reported capacities of 28, 28 and 25 respectively were excluded from the calculation of the Building Study's Target Enrollment Cap.
27. Unlike the ARCON calculation of school capacity which increased Hinsdale South capacity by 162 students due to Physical Education classes, the District's Building Study totally ignores the impact of Physical Education upon alleviating demand for academic classroom space. It's derivation of 2,131 as the absolute full capacity for Hinsdale South does not recognize that if the school enrollment truly was at 2,131, not all academic classroom space would be taken up during each period because 162 of those students would be in the gym, except of course during lunch hours when an even greater number would be in the cafeteria.
28. The District's Building Study contains the following table showing that Hinsdale South has 309 gross square feet of building space per student. The study also provides comparable statistics for seven "peer institutions" as well. **Exhibit N** is an extract from that report showing these findings.

School	Gross Square Feet (GSF)	Student Enrollment	Gross Utilization GSF/ Student
Glenbard West	393,425	2,357	167
Hinsdale Central	472,524	2,799	169
Glenbard East	428,158	2,294	187
Glenbard North	424,530	2,272	187
Willowbrook	511,000	2,002	255
Addison Trail	525,000	1,970	266
Glenbard South	332,373	1,191	279
<b>Hinsdale South</b>	<b>468,458</b>	<b>1,518</b>	<b>309</b>

If enrollment at Hinsdale South were increased to 1,704, the Board of Education's claimed "ideal" enrollment for that school, not only would enrollment still fall short of what it was in 2005 by more than 200 students, but there still would be 275 square feet of building space per student (468,458/1704) at that school, just 4 feet per student less than Glenbard South's 279 square feet per student. Context for the abundance of building space at Hinsdale South, both currently and if hypothetically enrollment there were raised to 1704 is provided on Page 29 of the District's Building Study (**Exhibit O**):

"According to the February 1, 2015 *School Planning and Management, 20th Annual School Construction Report*, the median new high school in Illinois includes approximately 198 square feet per student."

Given an enrollment boost to 1,704, Hinsdale South's 275 square feet per student would still be 77 square feet per student greater than the average new high school in Illinois.

29. The Hinsdale District 86 has a formal policy committee, which considers and discusses possible policies or changes to policies before they are considered by the full Board of Education. This Policy Committee held a meeting on May 10, 2016, in part to consider changes to School District Policy 7:31 regarding attendance areas. At the meeting, the Policy Committee Chairperson read aloud the policy revisions being considered, emphasizing that there were two – (1) the addition to the Buffer Zone of an area that had been petitioned, and (2) the privilege of high school choice currently enjoyed by the Buffer Zone would now be granted to all of the Hinsdale Central attendance area. The Chairperson then requested the Superintendent to read aloud the changes to the boundaries, which he did, though he failed to note that there were additional boundary changes embedded in this policy revision which had not been publicly discussed. Neither the Policy Committee Chairperson nor the Superintendent pointed out that approximately one-third of the Buffer Zone, a portion of Burr Ridge, in place since 1991, was being eliminated and absorbed into the Hinsdale Central attendance area.
30. Following this Policy Committee meeting, at its May 16, 2016 meeting, the Board of Education was to introduce this proposed policy change with a first reading, as is the Board procedure. The Board discussed that the Policy Committee held a meeting to discuss the changes and announcing “[the Board is] not going to recite the language in the proposed policy that is very specific describing what the amended Buffer Zone is.”
31. Following a first reading of a proposed policy change at a Board meeting, a policy can be acted on by the Board of Education and adopted at a subsequent meeting. This Policy amendment was then considered by the Board of Education at its next meeting, on June 6, 2016. The amended Policy was approved by the Board without being read into the record and without the details of the amendment being shared publicly at the meeting. The amended policy was simply posted on BoardDocs ([www.boarddocs.com](http://www.boarddocs.com)) after it was passed.
32. This amendment to Board Policy 7:31 changed the School District attendance boundaries. Notably, it did not merely expand the Buffer Zone Area as the request for amendment indicated. The new Buffer Zone boundary as amended by the Board of Education on June 6, 2016 removed an area previously in the Buffer Zone and moved it into the Hinsdale Central attendance area permanently.
33. The District thus redrew attendance boundaries to move more area and students from the Buffer Zone, an area having exposure as a possible choice for reassignment to Hinsdale South, and into the Hinsdale Central attendance area. The reading of the new policy was not made public. The area in question was one also served by Hinsdale District 181 Elementary and Middle Schools. On March 27, 2017 in response to FOIA 17-11, the District provided a reply that offered a map recognizing both aspects of the boundary changes they made on June 6, 2016. See **Exhibit P** to see the map as extracted from their reply.
34. In a presentation to the Board of Education on January 23, 2017 discussing District science curriculums, the Chairperson of the Hinsdale Central science department made the following comment regarding Hinsdale South’s Physics-Chemistry-Biology (PCB) science curriculum:

*“...So, at Central we did not have to increase our junior year enrollment. We were already up at 98%. So, we didn’t have the same question being posed to Central, but (South’s), if you go back to the group of slides pre-PCB, (their) enrollment in junior year was down to like 80%. Well, a lot of colleges will say, three years of*

*science, one of which is a life science. By moving life science to junior year, you can almost guarantee that students are going to enroll in that third year. No one's going to leave high school without having taken Biology. So, it was very strategic in terms of their placement there. Did we have that need at Hinsdale Central? No, that wasn't a concern for us."*

35. Both Hinsdale Central and Hinsdale South offer Advanced Placement (AP) Biology, in which students can earn college credit through a standardized exam. Hinsdale Central does not allow students to enroll in AP Biology without having taken a high school level Biology course. Hinsdale South enrolls students in AP Biology who have not taken a life sciences course since middle school. See extracts from the Hinsdale Central and Hinsdale South Programs of Studies, **Exhibit Q**.
36. Each school's AP Biology classes use textbooks from the same publisher, however they use distinctly different textbooks. Hinsdale Central uses Campbell Biology in Focus, 2nd edition. As described by the publisher, on the publisher's website: 'In 930 text pages, the best-selling "short" textbook, Campbell Biology in Focus, emphasizes the essential content, concepts, and scientific skills needed for success in the college introductory course for biology majors.' **Exhibit R**. Hinsdale South uses Campbell Biology: Concepts & Connections, 9th edition. As described by the publisher, on the publisher's website: 'Intended for non-majors or mixed biology courses.' **Exhibit S**.
37. According to the District's response to FOIA 17-39, at Hinsdale Central in 2016 there were 69 students in their AP Biology class, 63 took the test and 60 scored a 3, 4, or 5 on the exam. 95% passed the exam. At South in 2016 there were 148 students enrolled in AP Biology, 137 took the test and 95 scored a 3, 4 or 5. 69% passed.
38. Hinsdale South offers two science tracks for average and above average freshmen, GeoPhysics and Physics Honors respectively. During fall, 2017 there were 92 students out of a class of 340 freshmen (27%) who enrolled in the higher-level course, Physics Honors. Having enrolled in this course, these 92 freshmen will now be denied access to AP Physics 1 and, as a result, AP Physics 2 (even if that course would be offered at Hinsdale South). See extract from Hinsdale South Program of Studies, **Exhibit T**. The only subsequent AP Physics Course that these 92 freshman will be able to take is AP Physics C which is a full year, Calculus-based Physics course equivalent to one offered at a fully accredited engineering school. It is notable that during the same semester only 34 students at Hinsdale Central actually enrolled in AP Physics C. That's just 5% of the 666 seniors the Hinsdale Central reported on its annual report card in contrast to the 27% of Hinsdale South freshman who have been deemed ineligible for any AP Physics course other than AP Physics C.
39. At Hinsdale Central, students are allowed to consider and elect the path to Physics Advanced Placement that they prefer as *their high school years pass*. During the Fall, 2017 semester 221 Central students realized that AP Physics 1, a full-year, Algebra-based Physics course equivalent to a one-semester course in mechanics at a non-engineering college, was a course they chose without having to meet prerequisites, to take. Unlike Hinsdale South, Hinsdale Central imposes no restriction to enrollment in this class based on a student having taken a previous science course. In contrast to the enrollment of 221 Central students in AP Physics 1, at Hinsdale South, where only the average track students who enrolled in GeoPhysics as freshmen can later enroll in AP Physics 1, there were only 24 registrations during Fall, 2017.
40. During the Fall, 2017 semester 42 students at Hinsdale Central enrolled in AP Physics 2, a full-year, Algebra-based Physics course equivalent to a one-semester course in electricity and

magnetism at a non-engineering college. The course was not offered at Hinsdale South. In fact, it appears that AP Physics 2 has never been offered at Hinsdale South. The District's reply to FOIA 17-39 fails to cite even one student from Hinsdale South to have ever sat for the AP Physics 2 exam since its national inception as an AP course in the 2014-2015 school year. It is believed that the reason for the absence of an AP Physics 2 course at Hinsdale South is because its serial prerequisites would make the course virtually inaccessible. As stated in paragraph 35, AP Physics 2 is the second AP Physics course that is unavailable to students who took Physics Honors as freshmen. So, even if it were offered, it would be open only to regular track students who managed to complete four science classes in three years (GeoPhysics, Chemistry, Biology and AP Physics 1). AP Physics 2 would be their fifth science course in high school. In contrast, at Central no student is disqualified for AP Physics 2 based on prior coursework, and students can qualify with only three prerequisites (Biology, Chemistry, and either Traditional Physics or AP Physics 1).

## LEGAL ALLEGATIONS

41. As outlined in the Statement of Facts above, the District has expanded the scope of the violations and continue to make decisions that are in violation of the requirements of 20 U.S. Code §1703.
42. The requirements and provisions of the Elementary and Secondary Education Act ("Act") directly apply to the violation(s) of 20 U.S. Code §1703 by the creation, implementation, and perpetuation of a policy and practice creating and expanding an attendance area including the "Buffer Zone" in which resident students who live closer to Hinsdale South can elect to attend Hinsdale Central.
43. The provisions of subsections (c) and (e) of 20 U.S. Code § 1703 relate to and appear to directly apply to the conduct of the Board of Education here.
44. Subsection (c) has the most direct relation to the conduct of the Board of Education here regarding the establishment, continuation and increase to a special attendance zone that has resulted in many more students attending one high school than the other with the result that the racial/ethnic makeup and disproportionality at Hinsdale South High School continues to increase.

### **"20 U.S. Code § 1703 - Denial of Equal Educational Opportunity Prohibited § 1703.**

No State shall deny equal educational opportunity to an individual on account of his or her race, color, sex, or national origin, by—

- (a) the deliberate segregation by an educational agency of students on the basis of race, color, or national origin among or within schools;
- (b) the failure of an educational agency which has formerly practiced such deliberate segregation to take affirmative steps, consistent with part 4 of this subchapter, to remove the vestiges of a dual school system;
- (c) the assignment by an educational agency of a student to a school, other than the one closest to his or her place of residence within the school district in which he or she resides, if the assignment results in a greater degree of segregation of students on the basis of race, color, sex, or national origin among the schools of such agency than would result if such student were assigned to the school closest to his or her place of residence within the school district of such agency providing the appropriate grade level and type of education for such student;

(d) discrimination by an educational agency on the basis of race, color, or national origin in the employment, employment conditions, or assignment to schools of its faculty or staff, except to fulfill the purposes of subsection (f) below;

(e) the transfer by an educational agency, whether voluntary or otherwise, of a student from one school to another if the purpose and effect of such transfer is to increase segregation of students on the basis of race, color, or national origin among the schools of such agency; or

(f) the failure by an educational agency to take appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs.

45. The Board of Education just recently proposed a referendum to borrow millions of dollars in order to add on to and expand the physical facilities at Hinsdale Central, further adding to the disparity between Hinsdale South and Hinsdale Central.

46. The Board of Education has engaged and is engaging in the unlawful and discriminatory grant of preferential treatment to students residing in the Hinsdale Central/Buffer Zone attendance area,

(a) It provides a more fulsome array of curricular support and offerings at Hinsdale Central High School in comparison to those available at Hinsdale South High School. See Paragraphs 18-19, above.

(b) It grants school choice privileges to students residing in the Hinsdale Central/Buffer Zone attendance area while denying them to students residing in the Hinsdale South attendance area, thus keeping those students out of Hinsdale Central. The District now has a school enrollment process that has been decoupled from geography for 61% of its students (2398 Central students/3905 total students). Those are the students with choice; they can enroll wherever they choose. For the remaining 31% of its students (1507 South students/3905 total students) there is no choice; they must enroll at Hinsdale South. School enrollment in the District is not about Central or South. It's about "Choice" and "No Choice". Furthermore, it is the student population that has more Black and Hispanic students, the population that also happens to be 31% low income, that has no choice. Any claim that the Board may assert in answer to this complaint that by giving school choice to a predominantly White and more affluent segment of the student population somehow relieves it of the legal responsibility to comply with 20 U.S. Code § 1703 should be denied. School choice is not universal in Hinsdale Township High School District #86. As long as the School Board oversees their system of Choice and No Choice, it must bear the responsibility for the segregationist consequences. See Paragraph 20, above.

47. The Board of Education has further engaged in a deceptive pattern of conduct aimed at making prejudicial insinuations regarding the high school preparedness of Hinsdale South students as well as insulating homes in the Hinsdale Central attendance area against being reassigned to the Hinsdale South attendance area, even when that means perpetuating and likely further exacerbating the compromised curricular offerings at Hinsdale South.

(a) Through its Administration, the Board of Education has engaged the community with presentation materials that accentuate differences between sender schools through the display of average scores on Reading and Mathematics tests. Use and continued use of single average scores for each sender school demonstrates their failure to consider the range

of student performance within each sender school. This line of thinking fosters a curriculum that denies qualified Hinsdale South students equal access to academic programs aligned to their abilities. This presentation tactic also communicates a bias that tells students, parents, and the community that children feeding into Hinsdale South are lower-achievers and don't need programs equivalent to those at Hinsdale Central. Not considering the range of student performance denies qualified Hinsdale South students equal access to academic programs aligned to their abilities. See Paragraph 21, above.

(b) In an attempt to quell community demand to put unused facilities at Hinsdale South to use, The Board of Education is perpetuating a myth that the ideal enrollment at Hinsdale South is only 1704, a number based on an unsubstantiated need to reserve 24 rooms (more than 20% of the total) as office/conference spaces even after their architectural firm's public revelation that the District has historically repurposed rooms at South to serve nonacademic uses and thus removed them from the capacity calculation. Furthermore, the District is neglecting the beneficial impact of Physical Education classes in offsetting demand for academic classrooms. See Paragraphs 22-28, above.

(c) The District has engaged in the surreptitious reassignment of an area in the district into the Hinsdale Central attendance area without informing the public of the nature of its activity. See Paragraphs 29-33.

48. The Board of Education oversees an unlawful inequity in science curriculums between Hinsdale Central and Hinsdale South. See Paragraphs 34-40.

(a) The Hinsdale Central curriculum provides students with a full year of high school level Biology instruction prior to their enrollment in AP Biology and employs more rigorous study materials to instruct students. As a result, Central students score notably better on the AP Biology examination.

(b) The assignment of 27% of Hinsdale South freshmen to Physics honors deprives them of the opportunity to take and obtain college credit for AP Physics 1 and AP Physics 2. What general admission public high school in America expects that 27% of its seniors to be taking both AP Physics C and its corequisite Calculus? That's more than 5 times the percentage of Hinsdale Central students that enrolled in AP Physics C, one of the highest performing schools in the state of Illinois. Sadly, if those Hinsdale South freshmen enrolled in Physics Honors don't make it to AP Physics C as seniors, enrollment in Physics Honors will become a Trojan Horse gift, marking their one and only Physics course at Hinsdale South. Four years from now when these Hinsdale South freshmen enter college, they will notice how many of their classmates are starting out ahead of them in both AP credits and course placement, college classmates from other high schools (including Hinsdale Central) that granted them access to AP Physics 1 and AP Physics 2.

(c) The Hinsdale Central curriculum provides an accessible pathway to AP Physics 2. Students at Hinsdale Central can choose AP Physics 1 as juniors, and if successful there, can opt to take AP Physics C as seniors. On the other hand, after finishing AP Physics 1, if some students don't feel ready for AP Physics C in their senior year, they can enroll in AP Physics 2. 42 of them did in fall, 2017. At Hinsdale South there is no reasonably accessible pathway to AP Physics 2, and that explains why the course is not even offered there.



## RELIEF REQUESTED

49. Complainants respectfully request that OCR take the following actions<sup>1</sup>:

- (a) Investigate to determine whether Hinsdale Township High School District #86 is in violation of the provisions and requirements under 20 U.S. Code §1703 and engaging in discrimination in its policies and practices.
- (b) Take all necessary steps to remedy any unlawful conduct identified in this investigation or otherwise on behalf of residents and students within the Hinsdale South High School attendance area, and the District generally, as required by 20 U.S. Code §1703 and any of its implementing regulations.
- (c) Secure an assurance of compliance with 20 U.S. Code §1703 from the Hinsdale Township High School District #86, if any violations are found, as well as full remedies for the violations found.

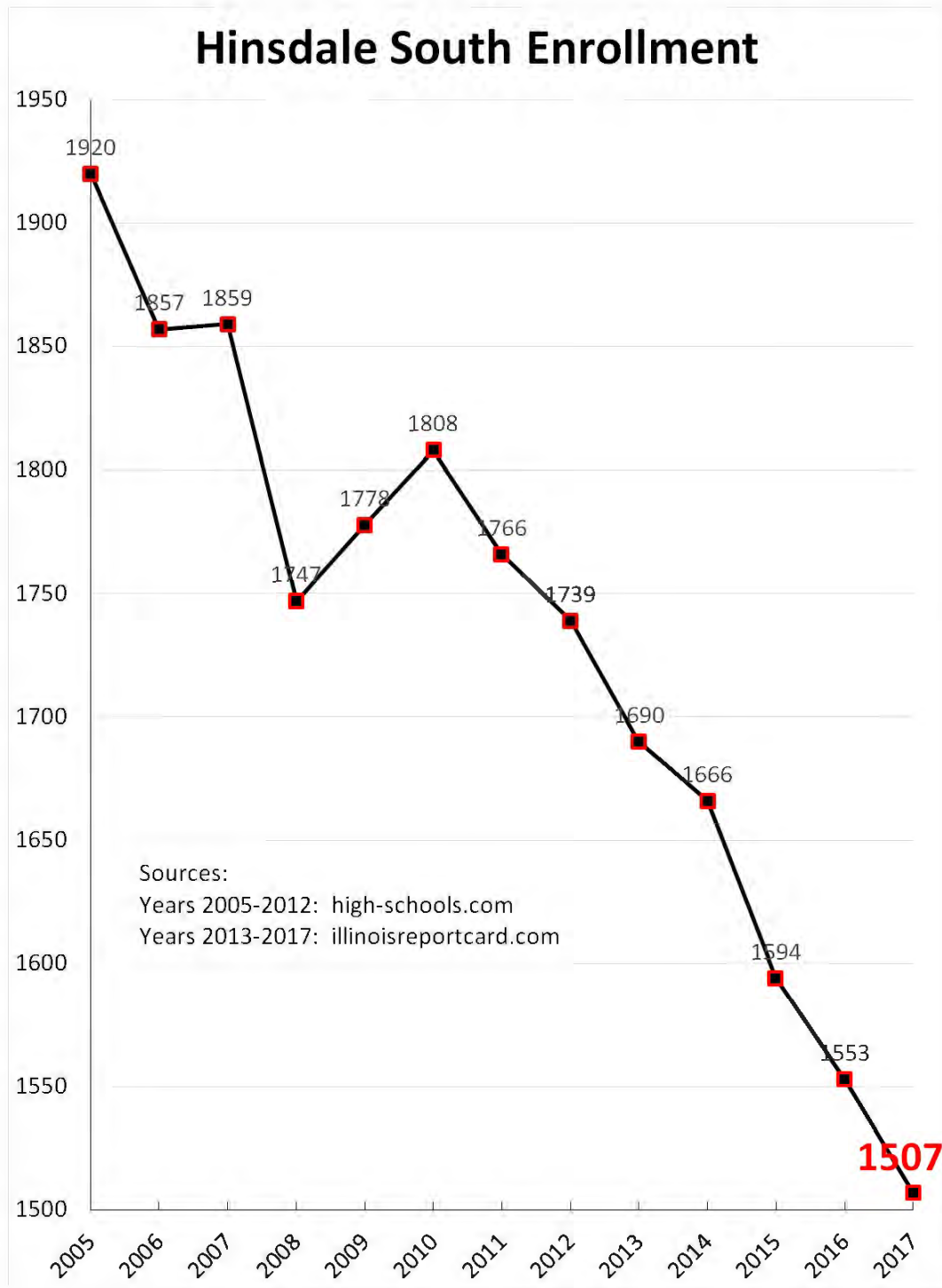
Respectfully submitted,

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<sup>1</sup> There have been multiple solutions to these issues and concerns offered by residents of the Hinsdale South High School attendance area, which have all been rejected, including opening the boundaries equally for all students to choose which school to attend; mandating one school to be a freshman/sophomore campus, while the other one to be junior/senior campus making the student population mirror the community providing equal education for all; and revising the attendance boundary between the schools to alleviate overcrowding at Hinsdale Central and put unused capacity at Hinsdale South to use as long as doing so would assure equal curriculums, academic rigor and extra-curricular activities at both schools without violating the law.

A detailed map of the Westmont area in Cook County, Illinois. The map shows a network of streets including S Highland Ave, S Wolf Rd, S County Line Rd, S Madison St, S Cass Ave, and S 31st St. Major highways like I-88, I-294, and I-55 are visible. Landmarks such as Oakbrook Terrace, Oak Brook, Hinsdale, Willowbrook, Burr Ridge, and Palisades are labeled. The map also shows the Westmont area, which is highlighted in a light blue color. Other features include the Saganashkee Slough Woods, Camp Bullfrog Lake, and the Hindu Temple of Greater Chicago. The map is oriented with North at the top.



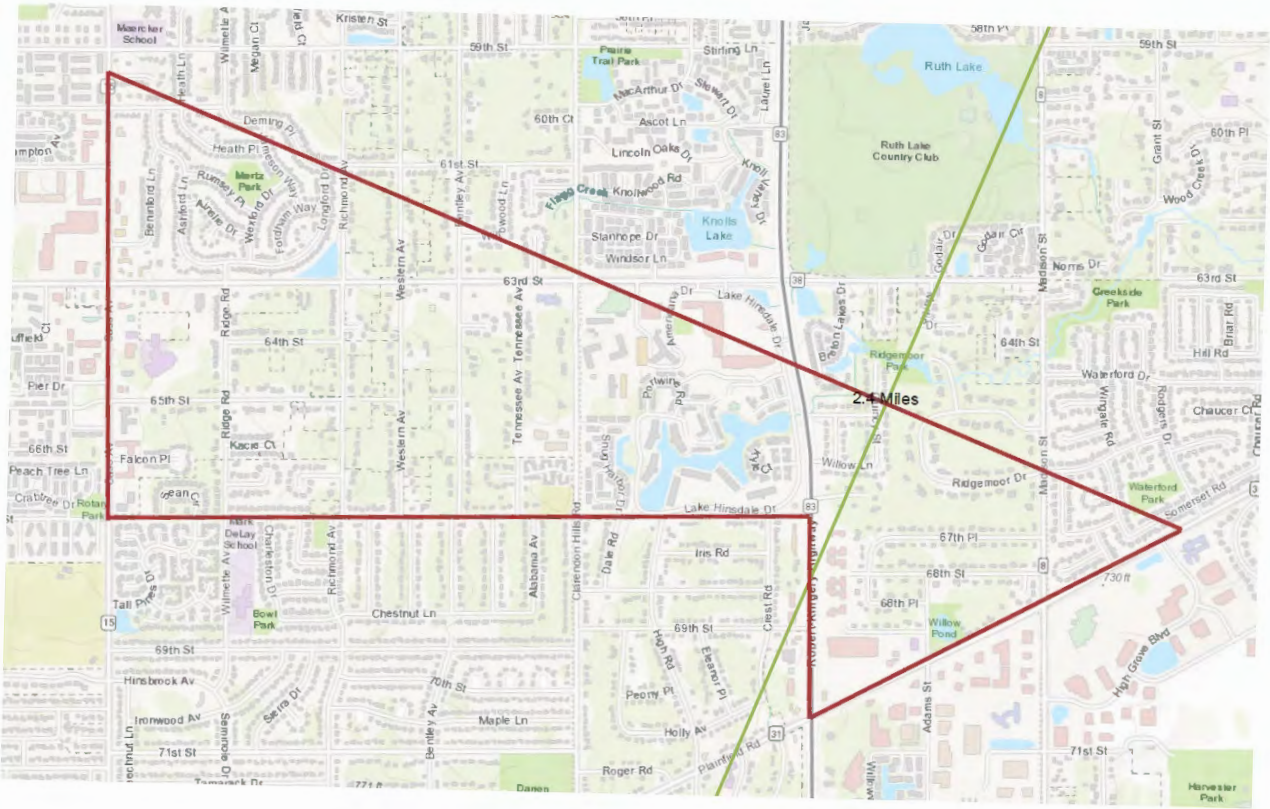
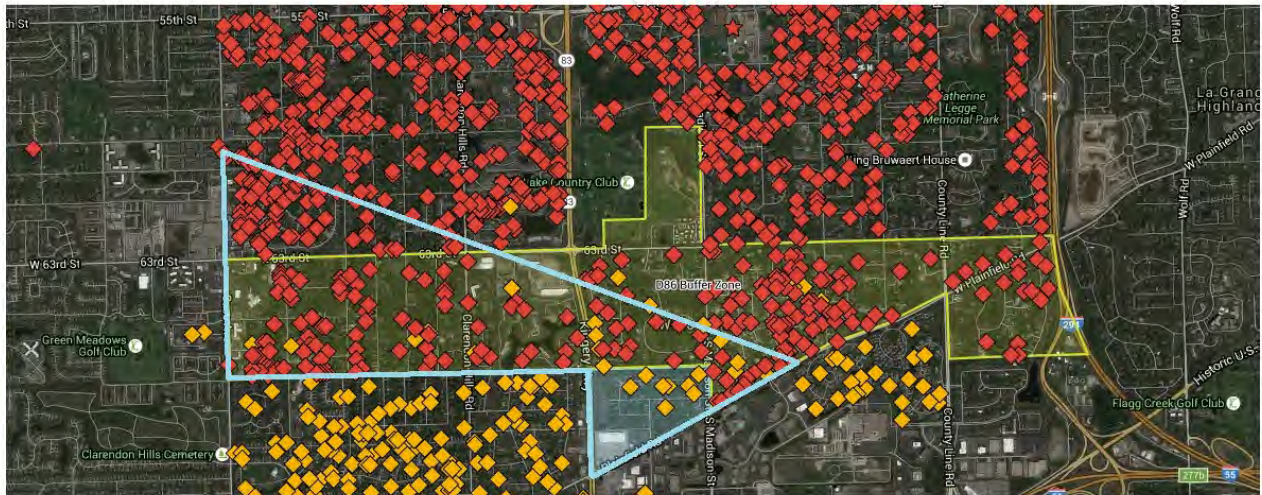




Exhibit D



**Per IllinoisReportCard.com:**

Total Number of Students at Hinsdale Central	2765
Percentage of White Students at Hinsdale Central	71.4%
Percentage of Non-White Students at Hinsdale Central	$100\% - 71.4\% = 28.6\%$
Derived Number of White Students at Hinsdale Central	$2765 \times 71.4\% = 1974$

Total Number of Students at Hinsdale South	1507
Percentage of White Students at Hinsdale South	55.9%
Percentage of Non-White Students at Hinsdale Central	$100\% - 55.9\% = 44.1\%$
Derived Number of White Students at Hinsdale Central	$1507 \times 55.9\% = 842$

**Subtract 89 White Students from Hinsdale Central and add to Hinsdale South:**

Revised Total Number of Students at Hinsdale Central	$2765 - 98 = 2667$
Revised Number of White Students at Hinsdale Central	$1974 - 98 = 1876$
Revised Percentage of White Students at Hinsdale Central	$1876/2576 = 70.3\%$
Revised Percentage of Non-White Students at Hinsdale Central	$100\% - 70.3\% = 29.7\%$

Revised Total Number of Students at Hinsdale South	$1507 + 98 = 1605$
Revised Number of White Students at Hinsdale South	$842 + 98 = 940$
Revised Percentage of White Students at Hinsdale South	$940/1605 = 58.9\%$
Revised Percentage of Non-White Students at Hinsdale South	$100\% - 58.9\% = 41.1\%$

**District 86 Courses Suitable for Average and Above Average Students  
Offered Exclusively at Hinsdale Central During Fall, 2017 Semester**

	Course #	Registrations	
<b>Art</b>			
Jewelry, Metal and Glass*	5351	22	
Advanced Jewelry, Metal and Glass Honors	5363	2	
			<hr/> 24
<b>Business</b>			
Accounting*	6170	56	
Accounting Honors*	6180	45	
Investment Planning*	6111	100	
Sports Marketing	6183	24	
			<hr/> 225
<b>English</b>			
Journalism 1	1651	11	
Newsmagazine Journalism Honors	1660	10	
Newsmagazine Online Journalism Honors	1665	20	
British Literature I	1581	60	
British Literature II	1591	40	
U.S. Literature & Composition	1300	38	
Senior Literature	1491	23	
			<hr/> 202
<b>Family &amp; Consumer Sciences</b>			
Fashion Merchandising*	6571	37	
Single Survival	6441	34	
			<hr/> 71
<b>Music</b>			
Concert Orchestra	5680	24	
Concert Orchestra Honors	5684	26	
Symphony Orchestra	5690	9	
Symphony Orchestra Honors	5695	27	
Chamber Orchestra Honors	5700AN	18	
Orchestra Winds and Percussion	5870BN	28	
Jazz Lab Honors	5679BN	57	
Jazz Ensemble Honors	5675AN	12	
			<hr/> 201
<b>Science</b>			
General Biology	3700G	207	
Biology Honors	3720	204	
General Earth Science	3740G	155	
Earth Science Honors	3760	119	
Chemistry/Physics 1	3800	132	
Themed Chemistry	3810	137	
Themed Physics	3900	109	
Meteorology and Astronomy	3771	136	
AP Physics 2*	3950	42	
			<hr/> 1,241
<b>Social Studies</b>			
Western Civilization	2261	56	
East Asian Studies*	2241	76	
Philosophy Honors*	2393	32	

			<hr/>	164
<b>World Languages</b>				
Etymology*	4371	17		
French 4 Honors	4145	27		
Latin 3 – 4 Caesar/Vergil	4360	50		
AP Spanish Literature	4565	13		
Spanish 5 Honors in Latin American Studies	4550	99		
Introduction to Spanish	4505	64	<hr/>	270
			<hr/>	2,398

\*Courses listed in Hinsdale South Program of Studies but not offered during fall, 2017 semester.



Exhibit G

**District 86 Courses Suitable for Average and Above Average Students**

**Offered Exclusively at Hinsdale South During Fall, 2017 Semester**

	<u>Course #</u>	<u>Registrations</u>	
<b>Art</b>			
Glass Workshop	5561	16	
Animation & Cartooning	5591	14	<u>          </u>
			30
<b>English/Social Studies</b>			
Writing Workshop	1611	16	
Humanities (2 period/2 credit English/Social Studies course)	2260	28	
American Studies (2 period/2 credit English/Social Studies course)	1360	61	
Psychology RISE	2530	20	<u>          </u>
			125
<b>Music</b>			
Varsity Bass Chorus	5860	3	
Varsity Bass Chorus Honors	5870	2	<u>          </u>
			5
<b>Science</b>			
Concepts in Chemistry	3850A	66	
GeoPhysics	3640	197	
GeoPhysics AR	3610A	95	<u>          </u>
			358
			<u>          </u>
			518



Book	Board Policy Manual
Section	7 - Students
Title	Attendance: School Attendance Areas
Number	7: 31
Status	Active
Adopted	July 1, 1986
Last Revised	June 6, 2016

As authorized under the School Code, the Board shall establish attendance boundaries for each attendance center in the District and may adjust attendance boundaries as necessary. Students eligible to attend the Hinsdale High Schools shall be assigned to an attendance center on the following basis:

Hinsdale South Hinsdale Central	All students residing within the District 86 portions of Elementary Districts 61, 62, 63 and 180 shall be assigned to Hinsdale South. All students residing within the District 86 portions of Elementary Districts 53, 60 and 181 shall be assigned to Hinsdale Central. As a means of easing overcrowding at Hinsdale Central, effective beginning with the 2017-2018 school year, any student assigned to Hinsdale Central may elect to attend Hinsdale South. The Superintendent shall develop procedures to administer this policy.
Buffer Zone	Students who reside in an area as described below and enter a District 86 school for the first time after June 6 2016 shall have the option of attending either Hinsdale South or Hinsdale Central, starting in August 2016. Schools should be notified by December 1 of the preceding year of the student's choice. Exceptions to the deadline date may be made for transfers from other districts or late "move-ins." Once a student in the Buffer Zone has elected his/her choice of attendance center, the student may make no further changes during his/her high school years.

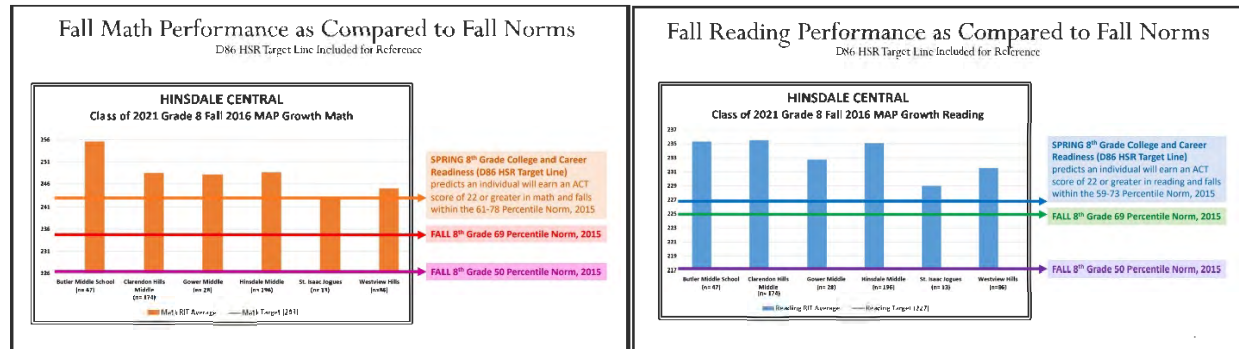
**Buffer Zone:** The area is bounded on the west by Cass Avenue (east side) and on the east by Garfield Street (west side). The northern boundary line extends along the south side of 63rd Street (Cass Avenue to Madison Street), with an inclusion of the area north of 63rd Street to include Godair Circle and the section of Ruth Lake Country Club that is in the Gower 62 School District. The northern boundary further extends along the line of 63rd Street (south side) between Madison and Garfield Avenue (west side). The southern boundary extends east of Cass on 67th Street (south side) to Route 83, south along the east side of Route 83 to Plainfield Road (north side), then northeast on Plainfield Road to Garfield Street.

The Superintendent shall determine the assignment of eligible students to the appropriate attendance center in accordance with this policy, other policies of the Board, and state laws and regulations. The Superintendent may, in his/her sole discretion, grant requests for student assignments or transfers to a different attendance area as authorized under Board policy 7:30 (*Student Assignment and Intra-District Transfer*).

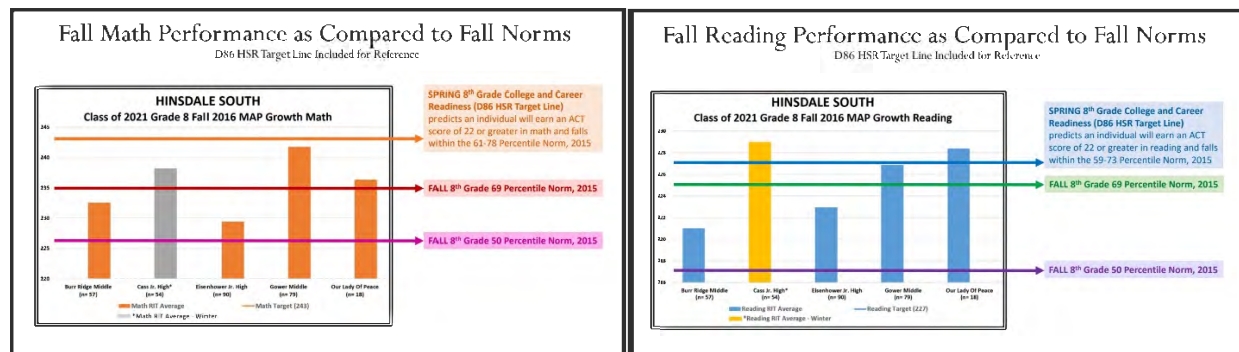
ADOPTED:	July 1, 1986
REVISED:	January 14, 1991
RENUMBERED:	February 19, 2014
REVISED:	June 6, 2016

Legal	105 ILCS 5/10-21.3, 10-21.3a, and 10-22.5
Cross References	7: 30 <sup>f</sup> - Assignment and Admission: Student Assignment and Intra-District Transfer

## Hinsdale Central Sender School Scores



## Hinsdale South Sender School Scores



**Hinsdale Township High School District No. 86**  
**School Building Information**  
**Last Ten Fiscal Years**

	2017 <sup>a</sup>	2016	2015
<b>Hinsdale Central High School (1947)</b>			
Buildings (square feet) <sup>a</sup>	460,139	478,425	478,425
Available capacity (students)	2,490	2,490	2,650
Enrollment (students housed)	2,766	2,792	2,792
<b>Hinsdale South High School (1995)</b>			
Buildings (square feet) <sup>a</sup>	429,815	462,508	462,508
Available capacity (students)	1,930	1,930	1,875
Enrollment (students housed)	1,807	1,898	1,656
<b>Hinsdale Two HSD 86 Adult Opportunities Program<sup>c</sup></b>			
Buildings (square feet) <sup>d,e</sup>	6,790	N/A	N/A
Available capacity (students) <sup>f</sup>	47	N/A	N/A
Enrollment (students housed)	46	28	30

<sup>a, b</sup> As of June 30 of that fiscal year.

<sup>a</sup> Student capacity was updated by ARCON Associates when the Board approved the Master Facilities Facilities Plan in January 2016. The capacity number is calculated by taking the total teaching stations teaching stations multiplied by class size then multiplied by 80 percent efficiency rate. ARCON updated ARCON updated capacity calculations at the October 2, 2017 Facilities Committee meeting as follows: as follows: Hinsdale Central 2,622 and Hinsdale South 1,775.

<sup>b</sup> Enrollment numbers have been updated to reflect the fall housing report that is compiled by the Illinois State Board of Education. The report can be found at: <https://www.isbe.net/Pages/Fall-Enrollment-Counts.aspx>.

<sup>c</sup> The Adult Opportunities Program (aka Transition Center) was assigned its own RCDTS number for the number for the 2014-15 school year.

<sup>d</sup> The Transition Center renovation was completed in the summer of 2016. The space was opened for opened for students in the fall of 2016. Prior to that, the program met in leased space.

<sup>e</sup> Buildings (square feet) was updated based on the the master facility plan refresh completed by by ARCON Associates in 2016.

<sup>f</sup> Capacity is determined by educational needs of the students. Not all students enrolled in the Adult the Adult Opportunities Program attend the Transition Center building. The District leases additional space to meet program needs.

Source of information: District building and enrollment records.

### Facility Committee Refined Priorities and Approach to a Master Facility Plan

Following the September 14<sup>th</sup> presentation by the Steering Committee to the Board of Education, the Board created a Superintendent's Advisory Group, giving the Group the assignment of refining the MFP and investigating options that might roughly correspond to budget targets of \$25, \$50, and \$100 million. The Advisory Group presented their investigations to the Board on October 27<sup>th</sup>. Over the next two months, the Facilities Committee then shaped the Board's priorities (refer to the appendix) grounded in the educational needs of the District, and further refined the MFP options. On January 4, 2016 the Facility Committee presented the refined version the Master Facility Plan, to the Board of Education. The Plan presented to the Board represented an evolution in the Facility Committee's approach to the MFP, acknowledging the Plan as a roadmap for the continual improvement of the HTHSD 86 facilities in support of continually evolving educational needs, not restricted by, or driven toward, preconceived budget limits.

### Program Metrics

	SOUTH HS	CENTRAL HS
Student Population Fall 2015 (vs 2010)	1,618 (1,840)	2,841 (2,722)
Existing # of Teaching Stations	96.5	124.5
<i>Note: Pure accounting doesn't tell the whole story. Many of the existing teaching stations (non-typical classrooms) are severely undersized or are no longer appropriate for the programs being taught.</i>		
Target # of Teaching Stations using an average of 25 students/T.S. scheduled @ 80% efficiency:	81	144.5 (2,900 planned)
Capacity of existing buildings @ 80% efficiency:	1,930 (+ 312 vs existing)	2,490 (-410 vs existing)
2016 MFP Teaching Stations provided:	91.5 (existing)	145
Existing Building Area	429,815 sqft	460,139 sqft
Additions	11,500 sqft	138,000 sqft
Total Area	441,315 sqft	598,139 sqft
Renovations	50,000 sqft	100,000 sqft



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Capped PE

$$96.5 \text{ T.S.} \times 25 \text{ students/12.5} \times 0.80 \text{ sched. eff.}$$
$$= 1,930 \text{ students} *$$

② Tested against Sept 2017 scheduling:

Non-PE or Non-Capped PE

$$\frac{77}{1} \times \frac{35}{13} \text{ avg class size} \times .8 = \frac{1,540}{73}$$

Capped PE

$$\frac{4.5}{45} \times \frac{45}{45} \text{ max class size} \times .8 = \frac{162}{1,775 \text{ Students}}$$



4/29/2018

Hinsdale District 86 School Board ready to eliminate buffer zone between high schools • The Daily News-Herald

The school board plans to discuss the matter further and possibly vote at its May 7 meeting. Students from the buffer zone currently enrolled in South would be able to continue attending South, the board said.

Actually, the current policy allows any student living anywhere in the district to attend Hinsdale South because there is room there for more students. Families in the South attendance area, however, cannot choose Central because of a shortage of space at Central.

The buffer zone boundaries, which have changed over the years, are 63rd Street on the north, Cass Avenue on the west and Garfield Street on the east. The southern boundary is Plainfield Road east of Route 83 and 67th Street west of Route 83.

This school year, 200 students who live in the buffer zone chose to attend Central and 300 chose South.

If all the students in the buffer zone were moved to South, South's enrollment would be above its ideal capacity and Central, while less crowded, still would be above its target enrollment, according to a capacity and utilization study district officials presented.

That analysis states Central, with 2,799 students enrolled as of Sept. 30, is 284 students above the ideal enrollment for its facilities. South, which is a smaller school physically, had 1,518 enrolled as of Sept. 30, which is 186 students below what's considered its ideal enrollment.

#### **RELATED: Five things to know about the Hinsdale District 86 enrollment issue »**

Board member Robin Gonzales said the board needs to move the conversation past the angst, anger and uncertainty associated with the buffer zone, and focus on the opportunity South offers to attend a great and smaller high school.

"There are volumes of educational research on the benefits of smaller learning communities," Gonzales said. "Most districts work very hard to achieve smaller learning communities."

If anyone has examples or evidence of how students at South are not receiving similar or roughly the same programs as at Central, board member Keith Chval said he wants to hear from them.

And even if enrollment were better balanced between the two schools, renovations still would be needed, involving technology, the libraries, cafeterias, fine arts rooms, pools and locker rooms, Gonzales said.

Chval believes the buffer zone question can be addressed independently of a possible bond referendum for facility improvements at both schools.

"If I had my way, it would be done and have nothing to do with the referendum," Chval said.

<http://www.chicagotribune.com/sub/m/hinsdale/news/ct-dnd-086-buffer-zone-0426-story.html>

2/3

### Facilities Summary

Hinsdale Central was constructed in 1948 and contains 472,524 gross square feet (includes all space) with 115,368 square feet of academic contact space as defined for this report. As of September 30, 2017, the enrollment at Hinsdale Central was 2,799. Hinsdale South was constructed in 1965 and contains 468,458 gross square feet (includes all space) with 87,485 square feet of academic contact space. The enrollment at Hinsdale South at the same point in time was 1,518.

The Gross Utilization per Student is defined as the Gross Square of the entire facility divided by an enrollment number. This factor can also be used to compare utilization with peer institutions.<sup>1</sup> Schematic floor plans are included for reference (see Appendix B).

School	Gross Square Feet (GSF)	Student Enrollment	Gross Utilization GSF/ Student
Glenbard West	393,425	2,357	167
Hinsdale Central	472,524	2,799	169
Glenbard East	428,158	2,294	187
Glenbard North	424,530	2,272	187
Willowbrook	511,000	2,002	255
Addison Trail	525,000	1,970	266
Glenbard South	332,373	1,191	279
Hinsdale South	468,458	1,518	309

<sup>1</sup> District 86 reached out to neighboring high schools in December, and the comparables here represent those districts that responded over the Winter Break. As more data are reported, we will update the table.



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**Section Five: Summary**

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According to the February 1, 2015 *School Planning and Management, 20<sup>th</sup> Annual School Construction Report*, the median new high school in Illinois includes approximately 198 square feet per student.

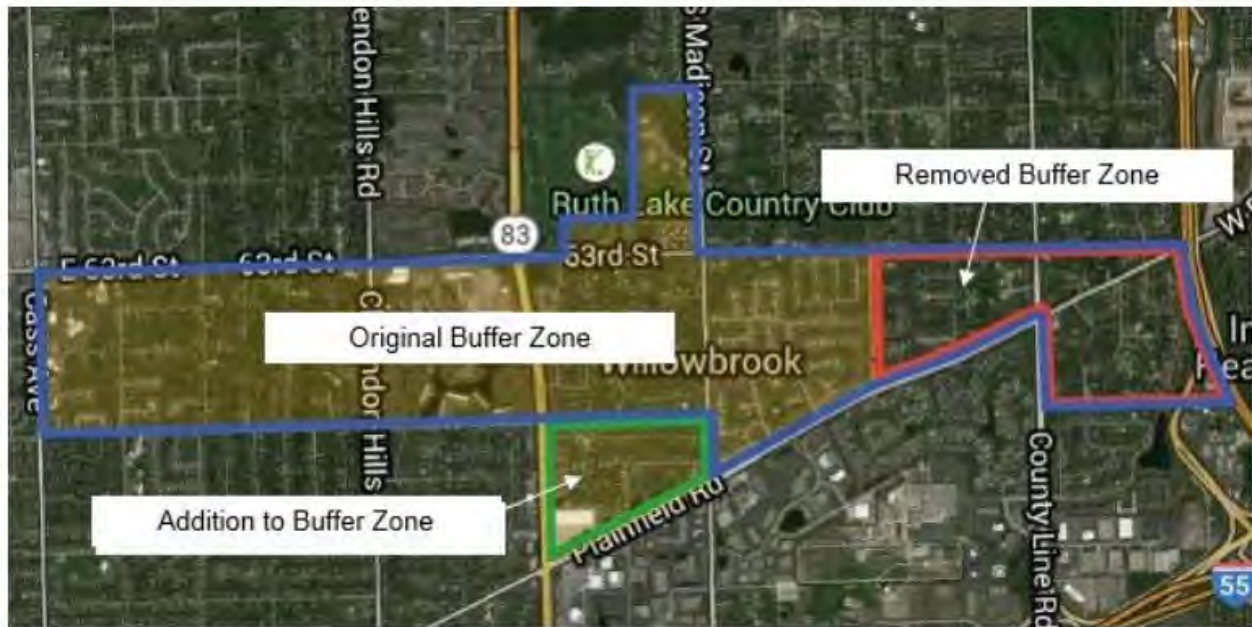
<https://webspm.com/Research/2015/02/Annual-School-Construction-Report.aspx>

Based on this figure and in comparison to peer schools, Hinsdale Central, at 169 square feet per student has a lower area per student ratio than typical and appears to be overcrowded, while Hinsdale South at 309 square feet per student is considerably above this standard.

This disparity in school density is also reflected in the Room and Seat Utilization indicators, with the overall Room Utilization at 88% and Seat Utilization at 77% for Hinsdale Central, and Room Utilization at 70% and Seat Utilization at 59% at Hinsdale South. At both schools, the Science Labs have the highest room utilization, with a 95% Room Utilization for the Labs at Hinsdale Central. This level of utilization is quite high and does not allow for any flexibility in scheduling or additional courses if required.

The purpose of this report is to document and illustrate the utilization of Hinsdale Central and Hinsdale South for instruction. Based on the demographer's enrollment projections, Hinsdale Central will continue to be overcrowded and Hinsdale South will continue to have unused capacity.

How to respond to the utilization of our high schools for instruction is beyond the scope of this report and awaits the direction of the Board of Education.



## Central Program of Studies, Page 84

<b>ADVANCED PLACEMENT BIOLOGY</b> <i>Course#3730</i> Full year Credit: 1.0	<p>This course follows the College Board's Advanced Placement curriculum and as such is rigorous and fast paced. This course is comparable to an introductory college level course. College level materials are used. Advanced Placement Biology is a laboratory course.</p> <p><b>Prerequisite: Three years of science, including a year of Biology and a year of Chemistry and departmental recommendation. Concurrent enrollment in third year of science and AP Biology is permitted.</b></p> <p><b>Open to grades 11 and 12.</b></p> <p><b>Upon successful completion of this course, students are expected to take the Advanced Placement (AP) examination in early May. The 2017-2018 AP exam fee is \$93 per exam. There may be additional district fees associated with the administration of AP exams, which is allowed by College Board policy. See page 22 for more details.</b></p>
---	--

## Hinsdale South Program of Studies, Page 69

<b><u>ADVANCED PLACEMENT BIOLOGY</u></b> <b><i>Course # 03740</i></b> Prereq: Successful completion of Chemistry, Teacher recommendation. Level: 11, 12 Credit: 1.0 Supply fee: \$10	<p>Advanced Placement Biology covers two semesters of college-level biology and applies previous knowledge to topics as designated by the College Board curriculum, such as energetics, biochemistry, cellular biology, molecular biology, ecology, and population biology. This course can be taken junior year after completion of Chemistry and in place of Biology Honors as a first-year Biology course, or it can be taken senior year after Biology as a second-year Biology course.</p> <p><i>Upon the conclusion of this course, students are expected to take the AP exam (see page 94 for details).</i></p>
--	--

4/30/2018 Urry, Cain, Wasseman, Minorsky & Reece, Campbell Biology in Focus, 2nd Edition | Pearson

Pearson

Higher Education > ... > Campbell Biology in Focus, 2nd Edition

## Campbell Biology in Focus, 2nd Edition

Lisa A. Urry, Mills College, Oakland, CA  
 Michael L. Cain, Bowdoin College, Brunswick, Maine  
 Steven A. Wasseman, University of California, San Diego  
 Peter V. Minorsky, Mercy College, Dobbs Ferry, New York  
 Jane B. Reece, Berkeley, California

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MASTERING

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## Focus. Practice. Engage.





In 930 text pages, the best-selling "short" textbook, *Campbell Biology in Focus*, emphasizes the essential content, concepts, and scientific skills needed for success in the college introductory course for biology majors.

<https://www.pearson.com/us/higher-education/program/Urry-Campbell-Biology-in-Focus-Plus-Mastering-Biology-with-e-Text-Access-Card-Package-2nd-EditionPGM>

4/30/2018 Urry, Cain, Wasseman, Minorsky & Reece, Campbell Biology in Focus, 2nd Edition | Pearson

Every unit takes an approach to streamlining the material that best fits the needs of instructors, based on surveys, curriculum initiatives, reviews, discussions with hundreds of biology professors, careful analyses of course syllabi, and the *Vision and Change in Undergraduate Biology Education* report. The Second Edition builds on the Campbell hallmark standards of accuracy, clarity, and pedagogical innovation, going beyond this foundation to help students make connections visually across chapters, interpret real data from research, and synthesize their knowledge. The accompanying digital resources include new, mobile-friendly tools that help instructors teach challenging topics better than ever before; integrate the eText with videos and animations; and allow students to test, learn, and retest until they achieve mastery of the content.

Fully integrated with the textbook, MasteringBiology is an online homework, tutorial, and assessment product that improves results by helping students quickly master concepts. Students benefit from self-paced tutorials that feature personalized wrong-answer feedback and hints that emulate the office-hour experience and help keep students on track. With a wide range of interactive, engaging, and assignable activities, students are encouraged to actively learn and retain tough course concepts.

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4/30/2018 Taylor, Simon, Dickey, Hogan & Reece, Campbell Biology: Concepts & Connections, 9th Edition | Pearson

Pearson

Higher Education > > Campbell Biology: Concepts & Connections, 9th Edition


## Campbell Biology: Concepts & Connections, 9th Edition

Martha R. Taylor, Ithaca, New York  
Eric J. Simon, New England College  
Jean L. Dickey, Clemson University  
Kelly A. Hogan, University of North Carolina at Chapel Hill  
Jane B. Reece, Berkeley, California

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4/30/2018 Taylor, Simon, Dickey, Hogan & Reece, Campbell Biology: Concepts & Connections, 9th Edition | Pearson



## A conceptual framework for understanding the world of biology

### Overview

#### Description

*Intended for non-majors or mixed biology courses.*

*This package includes Mastering Biology.*

A conceptual framework for understanding the world of biology

**Campbell Biology: Concepts & Connections** continues to introduce pedagogical innovations, which motivate students not only to learn, but also engage with biology. This bestselling textbook is designed to help students stay focused with its hallmark modular organization around central concepts and engages students in connections between concepts and the world outside of the classroom with Scientific Thinking and Evolution Connection essays in every chapter. The 9th Edition offers students a framework organized around fundamental biological themes and encourages them to analyze visual representations of data with new Visualizing the Data figures. A reorganized Chapter One emphasizes the process of science and scientific reasoning, and robust instructor resources and multimedia allow students to engage with biological concepts in a memorable way. Unparalleled resources let instructors develop active and high interest lectures with ease.

The book and Mastering™ Biology work together to help students practice making these connections throughout their text.

Personalize learning with Mastering Biology.

Mastering™ Biology is an online homework, tutorial, and assessment product designed to improve results by helping students quickly master concepts. Students benefit from self-paced activities that feature personalized wrong-answer feedback to emulate the office-

<https://www.pearson.com/us/higher-education/program/Taylor-Campbell-Biology-Concepts-Connections-Plus-Mastering-Biology-with-Pearson-e-Text-Access-Card-Pa>

South Program of Studies, page 69

<p><b>ADVANCED PLACEMENT PHYSICS 1</b>  <b>Course #03910 (11,12)</b>            Prereq: Chemistry and Biology completed or concurrent; Alg II or higher completed or concurrent with strong math grades; cannot have taken Physics Honors; Teacher or Dept. Chairperson approval.            Level: 11, 12            Credit: 1.0</p>	<p>Advanced Placement Physics 1 is equivalent to a first-semester college-level Algebra 2/Trig.-based physics course. Topics include motion, work, energy, forces, rotation, momentum, power, waves, and sound.</p> <p><i>Upon the conclusion of this course, students are expected to take the AP exam (see page 94 for details).</i></p>
<p><b>ADVANCED PLACEMENT PHYSICS 2</b>  <b>Course #03950</b>            Prereq: AP Physics 1; Teacher recommendation            Level: 12            Credit: 1.0</p>	<p>Advanced Placement Physics 2 is equivalent to a second-semester college-level Algebra-based physics course. Topics include fluid mechanics, thermodynamics, electricity and magnetism, optics, and atomic/nuclear physics.</p> <p><i>Upon the conclusion of this course, students are expected to take the AP exam (see page 94 for details).</i></p>



VILLAGE OF BURR RIDGE  
QUESTIONNAIRE for VOLUNTEERS  
for VILLAGE BOARDS & COMMISSIONS

RECEIVED

APR 10 2018

VILLAGE OF BURR RIDGE

8C

DATE: 4.10.2018

NAME: Barry Irwin  
ADDRESS: 15 W 064 87th St.  
Burr Ridge, IL 60527

DAYTIME PHONE: 630-756-3101 EVENING PHONE: 312-663-4101  
CELL PHONE: 312-663-4101 EMAIL ADDRESS: birwin@irwinip.com

1st Choice Commission/Committee you are applying for: Planning Commission / ZBA  
(Also, if interested in more than one, please mark list below)

NUMBER OF YEARS AS A BURR RIDGE RESIDENT: 8

EDUCATION

COLLEGE or OTHER: University of Notre Dame

MAJOR: Aerospace Engineering / Law

DEGREE OR CERTIFICATIONS: BS / JD

UNDER-

GRADUATE

GRADUATE

✓

✓

PROFESSIONAL

Please list the last 2 positions held, starting with the most recent, and briefly describe your responsibilities/experience.

COMPANY: Irwin IP LLC

NUMBER OF YEARS EMPLOYED: 4

TITLE: President

RESPONSIBILITIES/EXPERIENCE: Intellectual property litigation attorney  
handling high-stakes litigation; manage 10 attorney law firm.

COMPANY: Kirkland & Ellis

NUMBER OF YEARS EMPLOYED: 18

TITLE: Share Partner

RESPONSIBILITIES/EXPERIENCE: see attached

PARTICIPATION IN OTHER BURR RIDGE AREA  
ORGANIZATIONS (Please list and describe)

ORGANIZATION:

#OF YEARS:

DESCRIPTION:

ORGANIZATION:

#OF YEARS:

DESCRIPTION:

PLEASE RANK 3-5 OF THE FOLLOWING IN THE  
ORDER OF YOUR INTEREST:

	Board of Fire & Police Commissioners
	Economic Development Committee
	Pathway Commission
✓	Plan Commission/Zoning Board of Appeals
	Police Pension Board
✓	I & M Canal Nat'l Heritage Corridor Rep
	Stormwater Management Committee
	Other

OPTIONAL

Include resume or letter of interest with completed questionnaire.

## **Barry F. Irwin**

15 W 064 87th Street  
Burr Ridge, Illinois 60527

cell: 312.663.4101  
birwin@irwinip.com

### **WORK EXPERIENCE**

#### **Irwin IP LLC** *Founder*

Burr Ridge, Illinois  
2.2014-present

Founder of intellectual property litigation boutique and growing same from solo practice to seven licensed attorneys (including four former Kirkland & Ellis partners), several law clerks and support staff. Managing all aspects of law firm while maintaining active litigation practice, including:

- Continuing to manage six-attorney Kirkland & Ellis team in representing disruptive start-up in two separate litigation defenses where Fortune 1000 software company asserted multiple patents, false advertising and unfair competition claims; obtaining summary judgment on patent claims and achieving favorable settlement after the court announced its intent to also grant summary judgment on false advertising and unfair competition claims;
- Joining trial team shortly before three-week offensive patent infringement trial, preparing and presenting key witnesses at trial, culminating in a \$16 million jury verdict;
- Achieving summary judgment on three separate and independent grounds for a mid-sized manufacturing company in a hotly contested patent infringement defense against its competitor and recovering attorney fees;
- Representing industry-leading self-balancing smart board manufacturer in multiple simultaneous intellectual property defensive matters against major companies; and
- Achieving infringement judgment and attorney fees in an offensive copyright infringement matter.

#### **Kirkland & Ellis LLP** *Share Partner* *Partner* *Associate*

Chicago, Illinois  
2.2004-2.2014  
9.2000-2.2004  
10.1995-9.2000

First chair litigation attorney on high-stakes intellectual property matters, including:

- an offensive patent infringement action, wherein the jury awarded \$7.3 million and the court permanently enjoined the defendants' infringement;
- a \$500 million, multi-patent infringement defense matter, winning a complete defense verdict;
- many patent and trademark preliminary injunction actions, prevailing on the briefs;
- a successful trademark preliminary injunction evidentiary hearing;
- representing a prominent IP boutique firm in a defensive copyright infringement matter;
- four different trade secret/restrictive covenant preliminary injunction evidentiary hearings, each of which resulted in a complete victory, including one involving a case of first impression and the court precluding a former sales representatives from soliciting "high-volume" customers;
- a trade secret defense matter, obtaining summary judgment that 48 different purported trade secrets were either in the public domain or not used by client;



- an offensive trade dress infringement claim, with *Walker-Process* antitrust, unfair competition, interference with contract and trade libel counterclaims, prevailing on summary judgment as to all claims; and
- an offensive breach of fiduciary duty action, resulting in over \$16 million of settlements.

Advisor on PTO patent challenges and intellectual property portfolio development.

Counsel for numerous bands and musicians, addressing music law related issues, including drafting partnership agreements, negotiating recording contracts, and litigating termination of recording contracts.

Supervising attorney for numerous *pro bono* matters involving a broad range of issues and hundreds of attorney hours annually, including matters involving: the confinement conditions at a juvenile detention facility; employment discrimination; a trial of an aggravated assault charge resulting in acquittal; and serving as guardian ad litem.

**Lawyers for the Creative Arts**  
*Vice President*

Chicago, Illinois  
9.2010-present

Working with Executive Director and Board to set organizational direction; Co-Chair (2015) and Chair (2016) of Annual Benefit Luncheons (far exceeding financial success of prior luncheons); Member of Development Committee and 40th Anniversary Task Force.

**Notre Dame Law School**  
*Adjunct Professor* (Patent Litigation, Entertainment Law)

South Bend, Indiana  
Fall 2012 - present

**Brinks, Hofer, Gilson & Lione**  
*Associate*

Chicago, Illinois  
May 1992-October 1995

Responsible for supporting several litigations and trials, including taking and participating in depositions, examining witnesses in a mock trial, preparing and arguing jury instructions, preparing and arguing motions *in limine*, and preparing witnesses for trial; maintaining patent and trademark prosecution docket.

**Oltsch, Knoblock & Hall**  
*Law Clerk*

South Bend, Indiana  
September 1991-May 1992

Responsible for supporting intellectual property litigation and managing patent prosecution matters.

**Niro, Scavone, Haller & Niro**  
*Summer Clerk*

Chicago, Illinois  
May 1991-September 1991

Responsible for supporting several intellectual property litigation matters.

**Jones, Obenchain, Ford, Panchow & Lewis**  
*Law Clerk*

South Bend, Indiana  
September 1990-May 1991

Responsible for supporting several general litigation matters.

**Pratt & Whitney**  
*Design/Project Engineer*

West Palm Beach, Florida  
May 1988-September 1989

Responsible for the design of several parts on cutting edge short takeoff and landing (STOL) jet engine; responsible for following and expediting parts of same engine through prototype development.

## **EDUCATION**

University of Notre Dame Law School (J.D., *magna cum laude*, 1992)  
Dean's List each of last four semesters  
Am. Jur. Award: Federal Court's Jurisprudence  
University of Notre Dame (B.S. Aero 1988)

## **LICENSED**

Illinois; Indiana; District of Columbia; Nevada; U.S. Patent and Trademark Office

## **MEMBERSHIPS & AFFILIATIONS**

Vice President, Lawyers for Creative Arts  
Member, Richard Linn American Inn of Court;  
Fellow, Litigation Counsel of American  
Member, Trial Law Institute  
Member, Intellectual Property Institute  
Member, Diversity Law Institute  
Member, ND Club of Chicago, Attorney Networking Core Committee (organize and host annual CLE program)  
Board of Directors, ClothesLink Association (1999-2003)(defunct)  
Volunteer Attorney, Chicago Legal Clinic and Lawyers for Creative Arts  
Vice President, DIL Corp. (2000-present)

## **DISTINCTIONS**

2016 *Leavens Award*, Lawyers for the Creative Arts  
Fellow, Litigation Counsel of America  
Named a "Leading Lawyer" in Intellectual Property by Leading Lawyers Network (2004-present)  
Named a "Illinois Super Lawyer" by Law & Politics (2005-present)  
Martindale Hubbell "AV/AV+" rated in first year of eligibility and each year thereafter  
Pro bono efforts featured in articles: *Pro Bono Group Lends Helping Hand to Creative Arts* (Chicago Daily Law Bulletin 2010) and *For Art's Sake* (The Deal Magazine 2010)

## **TEACHING/AUTHORSHIPS/PRESENTATIONS**

Notre Dame Law School, Adjunct Professor, *Patent Litigation* (Spring semester), *Advance Copyright Law* (Fall semester)(2012-present)

LCA Law Guide, *Band Law for Bands* (2013, 2016 (2d Edition)).

LCA Music Law Bootcamp, *Music Law 101* (2014), *Current Developments* (2016)

University of St. Francis, *Will Copyright Survive in the Digital Age* (2014)

DuPage Community College, *Copyright Law for Photographers* (2014)

Linn Inn, Vice Chair/Presenter, *Section 203 Termination Proceedings Under the Copyright Act* (2013);  
Speaker, *Civility and the Practice of Law* (2011); Presenter, *Designing Around Patents* (2011); Vice  
Chair/Presenter, *Ethical Issues Arising from Client Pitches* (2010)

American Bar Association, National Appellate Advocacy Competition, Judge (2011-2012)

Kirkland & Ellis, Kirkland Institute of Trial Advocacy, Instructor Judge (1999-2012, three times/year)

Kirkland & Ellis Technology Seminar, Speaker, *Patent Reviews at the Patent Office* (2012 and 2011); *Northern District of Illinois -- The Newest Local Patent Rules* (2010), *Protecting Yourself from Willfulness* (2008), *Copyright v. Technology?* (2002); *DMCA* (2000); *Recent Developments in IP Law* (1999)

University of Notre Dame, Emerging Issues in IP Symposium, Presenter, *Post Grant Reviews After the AIA (Ex Parte Reexams, Inter Partes and Post Grant Reviews, Supp. Examination and Derivation Proceedings* (2012))

IPO, Paper, *Impact of the Misjoinder Provision of the America Invents Act* (2011)

Houston Intellectual Property Law Institute, Speaker, *Top Ten Developments in IP Licensing* (2011)

Illinois Math and Science Academy, Speaker, *Protecting Your Ideas* (2009)

Nevada Bar Association, Speaker, *Green Claims in Advertising* (2008)

Kirkland & Ellis Advertising and Trademark Seminar, Speaker, *New Developments and Recent Trends* (2008)

Kirkland & Ellis Annual Retreat, Speaker, *ADR: Mediation, Arbitration and Summary Jury Trials* (2008)

Practicing Law Institute, Speaker, *Key Issues in Patent Infringement Litigation* (2008)

Practicing Law Institute, Chair and Speaker, *Understanding Basic Copyright Law* (1999-2004)

John Marshall Law School, Speaker, *Contemporary Problems in Computer Law* (passim)

### **COURT ADMISSIONS**

District Courts: Northern District of Illinois (1992), Trial Bar (1999); Northern District of Ohio (1994); Central District of Illinois (1998); District of Delaware (1998); District of New Jersey (2000); District of Minnesota (2001); Northern District of Georgia (2004); Northern District of Indiana (2005); Northern District of Pennsylvania (2010); Northern District of California (2011); District of Nevada (2005); Southern District of New York (2007).

Appellate Courts: Sixth Circuit (1994); Seventh Circuit (1994); Federal Circuit (1997)

United States Patent and Trademark Office (1993)

### **PERSONAL/OUTSIDE INTERESTS AND HOBBIES**

Family (daughters 20 and 22); Running; Scuba Diving; Traveling

# 8D



Item No.	IDOT Code No.	Description	Unit	ENGINEER'S ESTIMATE			SHORE DRIVE & SHORE COURT
				TOTAL QUANTITY	UNIT PRICE	TOTAL COST	
		FIRE HYDRANT (INSTALL ONLY)	EACH	10	2,850.00	\$ 28,500.00	10
		FIRE HYDRANT WITH AUXILIARY VALVE (INSTALL ONLY)	EACH	2	3,850.00	\$ 7,700.00	2
						<b>\$36,200.00</b>	

**FIRE HYDRANT (INSTALL ONLY)**

- 1 INCLUDES REMOVAL OF EXCAVATED MATERIALS INCLUDING ANY CURB AND GUTTER OR PAVEMENT AND TRANSPORTATION TO THE PW YARD
- 2 INCLUDES ALL TRENCH BACKFILL REQUIRED WITHIN 2 FT OF CURB AND GUTTER, STREET OR DRIVEWAY PAVEMENT
- 3 INCLUDES SUPPLYING STAINLESS STEEL BOLTS AND THE REPLACEMENT OF THE BOLTS ON THE EXISTING VALVES
- 4 INCLUDES ALL STONE AND FABRIC FOR THE DRAIN FIELD
- 5 THE EXISTING FIRE HYDRANTS AND VALVES WILL BE PROVIDED TO THE VILLAGE PW YARD FOR SCRAP
- 6 CURB AND GUTTER, STREET OR DRIVEWAY PAVEMENT REPAIRS ARE NOT INCLUDED IN THIS WORK
- 7 RESTORATION IS NOT REQUESTED IN THIS WORK

**FIRE HYDRANT WITH AUXILIARY VALVE (INSTALL ONLY)**

- 1 ALL ITEMS ABOVE AS NOTED
- 2 INCLUDES DOWN TIME FOR A SCHEDULED MANDATORY SHUTDOWN AND DRAINING OF MAIN FOR REPLACEMENT WORK  
THE SHUTDOWN WOULD TAKE PLACE AT 4:00 PM FOR EVENING REPLACEMENT WORK

*Jim Ardina*  
President. 5/10/18.

VIAN CONSTRUCTION CO., INC.  
1041 MARTHA STREET  
ELK GROVE VILLAGE, IL 60007



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phone 847.455.8522 | fax 847.455.8533

## PROPOSAL

**PROJECT:** Fire Hydrant Installation  
Village of Burr Ridge

**DATE:** 5/9/2018

DESCRIPTION	Quantity	Unit Price	TOTAL
FIRE HYDRANT (INSTALL ONLY)	10 EA	6,280.00	62,800.00
FIRE HYDRANT WITH AUXILIARY VALVE (INSTALL ONLY)	2 EA	7,480.00	14,960.00
<b>TOTAL PROPOSED AMOUNT</b>			<b>\$77,760.00</b>

### FIRE HYDRANT (INSTALL ONLY)

- 1 INCLUDES REMOVAL OF EXCAVATED MATERIALS INCLUDING ANY CURB AND GUTTER OR PAVEMENT AND TRANSPORTATION TO THE PW YARD
- 2 INCLUDES ALL TRENCH BACKFILL REQUIRED WITHIN 2 FT OF CURB AND GUTTER, STREET OR DRIVEWAY PAVEMENT
- 3 INCLUDES SUPPLYING STAINLESS STEEL BOLTS AND THE REPLACEMENT OF THE BOLTS ON THE EXISTING VALVES
- 4 INCLUDES ALL STONE AND FABRIC FOR THE DRAIN FIELD
- 5 THE EXISTING FIRE HYDRANTS AND VALVES WILL BE PROVIDED TO THE VILLAGE PW YARD FOR SCRAP
- 6 CURB AND GUTTER, STREET OR DRIVEWAY PAVEMENT REPAIRS ARE NOT INCLUDED IN THIS WORK
- 7 RESTORATION IS NOT REQUESTED IN THIS WORK

### FIRE HYDRANT WITH AUXILIARY VALVE (INSTALL ONLY)

- 1 ALL ITEMS ABOVE AS NOTED
- 2 INCLUDES DOWN TIME FOR A SCHEDULED MANDATORY SHUTDOWN AND DRAINING OF MAIN FOR REPLACEMENT WORK THE SHUTDOWN WOULD TAKE PLACE AT 4:00 PM FOR EVENING REPLACEMENT WORK

\* ALL HYDRANTS AND VALVES SUPPLIED BY THE VILLAGE OF BURR RIDGE

---

***Memorandum***

**REFERENCE:** Village of Burr Ridge Proposal

**SUBJECT:** Engineering Services for Burr Ridge Parkway

**DATE:** May 9, 2018

Patrick Engineering Inc. (Patrick) is providing this proposal to provide professional design engineering services for the Village of Burr Ridge to prepare a bid package for the resurfacing of Burr Ridge Parkway (FAU 1028) in the Village of Burr Ridge. Burr Ridge Parkway is a major collector roadway which serves the Village of Burr Ridge Central Business District which includes mixed use shopping centers and residential condominiums.

The project limits extend from County Line Road (FAU 2684) and Bridewell Drive (FAU 1027), for a total distance of approximately 3,800 feet (0.72 miles). The project includes hot-mix asphalt resurfacing, repair of curb and gutter segments, frame adjustments, detector loop replacement and pavement marking. All proposed work will comply with LAFO guidelines. No additional capacity, lane widening, or channelization is proposed.

Patrick's services would include a site visit to ascertain the existing conditions and measurements, preparation of contract plans and a specifications bid package, and an estimate of construction cost for submittal to the IDOT Bureau of Local Roads & Streets for a State letting. Patrick would also prepare documents to coordinate with the Cook County Department of Transportation and Highways to secure a permit for work within their right-of-way at County Line Road. Patrick will also provide an assessment for the project area to consider upgrading the existing median lighting and analyzing traffic and accidents at the County Line Road intersection. All work under this proposal will be completed in time for construction in Spring 2019.

Estimated hours and fee proposed for the engineering services described above are shown on the attached table, which cost would not exceed \$83,885.

We appreciate the opportunity to submit this proposal to the Village of Burr Ridge. If you have any questions, please contact me at (630) 795-7468 or JCebulski@patrickco.com.

Respectfully submitted,

Jarrold J. Cebulski, P.E.  
Director of Transportation  
Patrick Engineering, Inc.

# 8G

**THE COUNTY OF DuPAGE**  
**# 18-093-JM BULK ROCK SALT**  
**BID TABULATION**  
**BID OPENING DATE: 04/25/18 - 2:30 p.m.**

		DETROIT SALT CO.		CARGILL, INC.		MORTON SALT, INC.		COMPASS MINERALS AMERICA, INC.	
	Standard Delivery Qty	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total
Group 1 - DuPage County Standard Delivery	15,000	\$67.15	\$ 1,007,250.00	\$70.36	\$ 1,055,400.00	\$81.49	\$ 1,222,350.00	\$82.27	\$ 1,234,050.00
Unit Cost per Ton 130% -150% of Projected Usage		\$75.23		Not Provided		\$81.49		\$92.27	
Group 2A - Townships/Municipalities Early Delivery	7,096	\$67.15	\$ 476,496.40	\$70.36	\$ 499,274.56	\$81.49	\$ 578,253.04	\$82.27	\$ 583,787.92
Group 2B - Townships/Municipalities Standard Delivery	56,820	\$67.15	\$ 3,815,463.00	\$70.36	\$ 3,997,855.20	\$81.49	\$ 4,630,261.80	\$82.27	\$ 4,674,581.40
Unit Cost per Ton 130% -150% of Projected Usage		\$75.23		Not Provided		\$81.49		\$92.27	

NOTE: For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

Invitations Sent	42
Potential Bidders Requesting Bid Documents	10
Total Bid Responses Received	4
Bid Opening Attended	JM, CH





**CHRISTINE CHARKEWYCZ**  
Attorney at Law

2021 Midwest Road, Suite 200  
Oak Brook, Illinois 60523

E-mail:  
phone: 630 777-4922

April 29, 2018

J. Douglas Pollock  
Village Administrator  
Village of Burr Ridge  
7660 County Line Rd.  
Burr Ridge, IL 60527

Dear Mr. Pollock:

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

There is no proposed increase in the per session court fee, nor are there any other proposed increases in any of the other fees or rates.

It is always a pleasure and an honor working with the extremely professional and well-prepared police officers of your department. I look forward to working with you and the department in the coming year.

Please feel free to contact me at any time if you have any questions or concerns.

Sincerely yours,

A handwritten signature in black ink that reads "Christine Charkewycz".

Christine Charkewycz



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the Village of BURR RIDGE, DuPage County, Illinois and CHRISTINE CHARKEWYCZ, Attorney at Law, 2021 Midwest Road, Suite 200, Oak Brook, Illinois, 60523.

WITNESSETH:

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

and

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

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

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

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


5. CHRISTINE CHARKEWYCZ agrees to provide a qualified attorney to represent the Village of BURR RIDGE in her absence due to illness, conflict in Court schedule, or vacation period. The payment for the service of said third party shall be made by CHRISTINE CHARKEWYCZ to said party.
6. The Village of BURR RIDGE may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.
7. This agreement will be effective from June 1, 2018 through May 31, 2019. .  
Notwithstanding any provision contained therein to the contrary, this Agreement may be terminated by either party at any time. CHRISTINE CHARKEWYCZ agrees to give thirty (30) days prior written notice to the Village of BURR RIDGE.
8. A statement for services rendered shall be made monthly, and payment by the City for such services shall be made by the last day of the month following the rendering of services.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018

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

ATTEST:

\_\_\_\_\_  
City Clerk

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



VILLAGE OF BURR RIDGE  
QUESTIONNAIRE for VOLUNTEERS  
for VILLAGE BOARDS & COMMISSIONS

E-MAILED 4-5-18 8J  
to Japp, Straub  
+ Pollock

DATE: 4/5/18

NAME: RAYMOND LUCAS  
ADDRESS: 11955 GERMAN CHURCH RD  
BURR RIDGE

DAYTIME PHONE: (630) 292 8128 EVENING PHONE: (630) 292 8128  
CELL PHONE: (630) 292 8128 EMAIL ADDRESS: RAYMOND.LUCAS@GMAIL.COM  
(ramboeyny89@gmail.com)

1<sup>st</sup> Choice Commission/Committee you are applying for: POLICE PENSION  
(Also, if interested in more than one, please mark list below)

NUMBER OF YEARS AS A BURR RIDGE RESIDENT: 26

**EDUCATION**

COLLEGE or OTHER: MUNASH Uni (Australia) UNDER-  
MAJOR: STATISTICS GRADUATE GRADUATE  
DEGREE OR CERTIFICATIONS: BSc ✓

**PROFESSIONAL**

Please list the last 2 positions held, starting with the most recent, and briefly describe your responsibilities/experience.

COMPANY: TOWERS WATSON / TOWERS PARRIN  
NUMBER OF YEARS EMPLOYED: 24  
TITLE: PARTNER

RESPONSIBILITIES/EXPERIENCE: MANAGING INTERNATIONAL HR PRACTICE  
CONSULTING ON GLOBAL HR ISSUES TO MULTINATIONAL Co's  
COMPANY: MARSH MCLENNAN

NUMBER OF YEARS EMPLOYED: 2  
TITLE: CONSULTANT  
RESPONSIBILITIES/EXPERIENCE: CONSULTING TO GLOBAL Co's ON HR ISSUES

**PARTICIPATION IN OTHER BURR RIDGE AREA ORGANIZATIONS** (Please list and describe)

ORGANIZATION: Little League (Presidents)  
#OF YEARS: 5  
DESCRIPTION: President

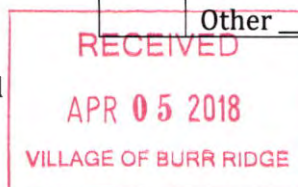
ORGANIZATION: \_\_\_\_\_  
#OF YEARS: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_

**PLEASE RANK 3-5 OF THE FOLLOWING IN THE ORDER OF YOUR INTEREST:**

2	Board of Fire & Police Commissioners
3	Economic Development Committee
5	Pathway Commission
4	Plan Commission/Zoning Board of Appeals
1	Police Pension Board
	I & M Canal Nat'l Heritage Corridor Rep
	Stormwater Management Committee
	Other _____

**OPTIONAL**

Include resume or letter of interest with completed questionnaire.





Flagg Creek Heritage Society

5/14/18 Agenda  
8L

March 5, 2018

Village of Burr Ridge  
7600 County Line Road  
Burr Ridge, IL 60527-4721

Attn: Village Board

Dear Board Members,

We are once again interested in obtaining the funds for the historic Robert Vial House and Museum which you have so generously provided each year from the Hotel/Motel Tax Fund.

This donation provides major support for the Heritage Society.

We have a wonderful collection of items donated from area people about the area which provides an insight to our local history.

We also are able to provide quality historical programs for the public at no charge including a portrayal of Louisa May Alcott and a program about tracing the route of Fr. Marquette.

Thank you,

Linda Petrusek,  
Secretary

Cc: J. Douglas Pollack







5/14/18 Agenda



8M

**Illinois and Michigan Canal National Heritage Corridor  
Civic Center Authority**  
P.O. Box 501 Willow Springs, IL 60480 (708)496-0193  
[www.civiccenterauthority.org](http://www.civiccenterauthority.org)

March 23, 2018

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

**Member Communities**

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

Dear Mayor Straub and Village Trustees:

On behalf of the I & M Canal National Heritage Corridor Civic Center Authority, I would like to express our sincere appreciation for your continued support and thank you for another successful year. Your generosity and on-going support makes it possible for us to connect our towns to the history and marvels of the Illinois & Michigan Canal National Heritage Corridor.

This year marks an important milestone as we will celebrate the 30<sup>th</sup> anniversary of acquiring and preserving the Santa Fe Prairie. This important project is just one of many endeavors the CCA has undertaken that benefit the residents of our twelve communities. In addition to the on-going conservation of the Santa Fe Prairie, our other important projects include river and canal cleanups, management of the Heritage Corridor Visitors Center in Bedford Park, as well as providing recreational opportunities and educational programs. We also host the annual "A River Thru History" Rendezvous, a premier event that draws 3,000 visitors to the area. We are proud to be a part of this important national heritage area, however, there is so much more work to be done.

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

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

Sincerely,

*Alice Krampits* Chairman

I & M Canal National Heritage Corridor Civic Center Authority





**VILLAGE OF BURR RIDGE**  
 7660 County Line Road  
 Burr Ridge, IL 60527  
 (630) 654-8181

**APPLICATION FOR RAFFLE LICENSE**

1. Name of Organization: Gower PTO  
7941 S. Madison Street
2. Address: Burr Ridge, IL 60527
3. Mailing Address if Different From Above: SAME
4. Type of Organization (please attach documentary evidence):  

<input type="checkbox"/> Religious	<input type="checkbox"/> Charitable	<input type="checkbox"/> Business	<input type="checkbox"/> Labor
<input type="checkbox"/> Fraternal	<input checked="" type="checkbox"/> Educational	<input type="checkbox"/> Veterans	
5. Length of Time Organization Has Been in Existence: 17 years
6. Place and Date of Incorporation: Willowbrook, IL 60527
7. Number of Members in Good Standing: Over 300
8. President Chairperson Leah Jason  
Burr Ridge  
 Address Telephone
9. Raffle Manager Leah Jason  
SAME  
 Address Telephone
10. Designated Organization Member(s) Who Will Be Responsible for Conduct and Operation of Raffles (attach additional sheet if necessary):  
Leah Jason  
 Name  
Same as Above  
 Address Telephone
11. Date(s) For Raffle Ticket Sales: 5/19/18



12. Location of Raffle Ticket Sales (license will be limited to sales in the specified areas within the Village of Burr Ridge):

Harvester Park Party Room

13. Date(s) and Time for Determining Raffle Winners:

5/19/12 6-10pm

14. Location for Determining Raffle Winners (if location is a rented premises, the organization from which the premises is rented must also be licensed pursuant to the Burr Ridge Municipal Code and State Law (230 ILCS 15/4(a)(4)):

Gower Middle School

Location

7941 S Madison St. Burr Ridge, IL 60527

Address:

Telephone

630-323-3215

15. Total Retail Value of ALL Prizes Awarded in Raffle: \$ 1000

16. Maximum Retail Value of EACH Prize Awarded in Raffle: \$ 300

17. Maximum Price Charged for Each Chance Sold: \$ 1.00

18. ATTESTATION:

"The undersigned attests, under penalty of perjury, that the above-named organization is a not-for-profit organization under the laws of the State of Illinois and has been continuously in existence for a period of 5 years preceding the date of this application, and that during the entire 5 year period preceding the date of this application it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned further states, under penalty of perjury, that all statements in the foregoing application are true and correct, and that the officers, operators and workers of the raffle are all bona fide members of the sponsoring organization, are of good moral character, have not been convicted of a felony, and are otherwise eligible to receive a license pursuant to the Burr Ridge Municipal Code and the laws of the State of Illinois. If a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois, including the Raffles Act (230 ILCS 15/0.01 et seq.) and this jurisdiction governing the conduct of such games."

Name of Organization

Gower PTO

Presiding Officer

Leah Jasm

Secretary



Gower School District 62 PTO  
7650 Clarendon Hills Road  
Willowbrook, IL 60527

April 4, 2018

Village of Burr Ridge  
Attn: Karen Thomas  
7666 County line Rd  
Burr Ridge, IL 60527

Karen,

The Gower PTO is requesting a waiver of the fidelity bond for our upcoming Trivia Night, which is scheduled for Saturday, May 19<sup>th</sup>.

The members of the Gower PTO have requested this waiver by unanimous vote.

Please contact me with any questions you might have.

Thank you for your help.

Leah Jason  
Gower PTO Trivia Night Committee  
708-218-3124






May 3, 2018

To Whom It May Concern:

The Gower P.T.O. is planning a Trivia Night on Friday, May 19, 2018 at the Burr Ridge Community Center. This event includes a raffle. The Gower P.T.O. has met all of the Burr Ridge Park District's application criteria and policies and the Park District has approved the event.

If there are any questions, please contact me at your convenience, 630-920-1969.

Sincerely,



Mark Pasqualini, C.P.R.P.  
Recreation Services Coordinator  
Burr Ridge Park District



**To: Chief Madden**  
**From: Officer Romond Payne**  
**Date: May 8, 2018**  
**Re: Resignation**

---

Chief Madden,

Please accept this memo as my letter of resignation from the Burr Ridge Police Department effective Tuesday, May 8, 2018.

It is my understanding through our conversation that as a result of my resignation, I am relieved of any obligation to reimburse the Village of Burr Ridge for training and equipment, as long as all uniforms and equipment previously purchased by the Village of Burr Ridge for me are returned.

Sincerely,

A handwritten signature in black ink, appearing to read "Romond Payne".

Romond Payne

VILLAGE OF BURR RIDGE

8R

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 05/14/18

PAYMENT DATE: 05/15/18

FISCAL 17-18

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	94,566.83	94,566.83
23	Hotel/Motel Tax Fund	37.83	37.83
31	Capital Improvements Fund	7,399.67	7,399.67
32	Sidewalks/Pathway Fund	1,889.00	1,889.00
51	Water Fund	3,699.02	3,699.02
52	Sewer Fund	355.46	355.46
61	Information Technology Fund	5,591.41	5,591.41
TOTAL ALL FUNDS		<u>\$ 113,539.22</u>	<u>\$ 113,539.22</u>

PAYROLL

PAY PERIOD ENDING APRIL 21, 2018

	TOTAL PAYROLL
Board & Commissions	2,628.11
Administration	14,043.30
Community Development	6,976.77
Finance	9,130.91
Police	165,353.15
Public Works	23,433.55
Water	27,752.56
Sewer	7,961.50
IT Fund	
TOTAL	<u>\$ 257,279.85</u>
GRAND TOTAL	<u>\$ 370,819.07</u>

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
EXP CHECK RUN DATES 04/25/2018 - 05/01/2018  
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					
10-1010-40-4040	Chgo Tribue subs-Mar'18	Chicago Tribune	03/29/18	Mar2018	7.96
10-1010-40-4042	Board/staff budget wrkshp dinne	Falco's Pizza & Pasta	03/23/18	Mar'18	135.30
10-1010-50-5010	General legal service-Feb'18	Klein, Thorpe & Jenkins,	03/22/18	Mar18	3,746.10
10-1010-50-5010	Atlantic Homes legal-Feb'18	Klein, Thorpe & Jenkins,	03/22/18	Mar18	686.10
10-1010-50-5010	Stanley complaint/tree buffer-l	Klein, Thorpe & Jenkins,	03/22/18	Mar18	58.50
10-1010-50-5010	Pump Center prop sale/lgl-Feb'1	Klein, Thorpe & Jenkins,	03/22/18	Mar18	903.80
10-1010-50-5010	Great American Bage/lgl-Feb'18	Klein, Thorpe & Jenkins,	03/22/18	Mar18	247.00
10-1010-50-5010	General legal service-Mar'18	Klein, Thorpe & Jenkins,	04/11/18	March20187	2,281.50
10-1010-50-5010	Stanley complaint/tree buffer-M	Klein, Thorpe & Jenkins,	04/11/18	March20187	142.50
10-1010-50-5010	Pump center prop. sale/lgl-Mar'	Klein, Thorpe & Jenkins,	04/11/18	March20187	237.30
10-1010-50-5010	Sch. Dist 181 reciprocal rpting	Klein, Thorpe & Jenkins,	04/11/18	March20187	312.00
10-1010-50-5030	Ver. cell phone bill/Straub-Mar	Verizon Wireless	03/21/18	9803971818MMar18	63.51
10-1010-60-6010	Bottles water (mtgs)/Popp-Mar'1	Village of Burr Ridge	05/02/18	April2018	4.09
10-1010-80-8010	Stricker retiremnt party photo	Amazon.com Credit	03/26/18	1148686217Mar18	18.60
10-1010-80-8010	Stricker retirement prty photo	Amazon.com Credit	03/29/18	114999421095Mar18	20.88
10-1010-80-8020	Rel. weed lien/8001 Drew-Apr'1	DuPage County Recorder	04/20/18	201804200235	44.00
10-1010-80-8030	Video tape board mtg-04/09/18	Fernando Garron	04/27/18	GARRON01	575.00
10-1010-80-8030	Video tape board mtg-04/23/18	Fernando Garron	04/27/18	GARRON01	575.00
10-1010-80-8035	EDC Bus. appreciaiton breakfast	Amazon.com Credit	03/26/18	9647	2,855.00
Total For Dept 1010 Boards & Commissions					12,914.14
Dept 2010 Administration					
10-2010-40-4042	Reimb lunch conf./Walter-Feb'18	Village of Burr Ridge	05/02/18	April2018	11.26
10-2010-40-4042	Travel exp/CMap conf/Walter-Fe	Village of Burr Ridge	05/02/18	April2018	13.50
10-2010-40-4042	Luncheon reimbursement/Pollock	Village of Burr Ridge	05/02/18	April2018	36.22
10-2010-50-5030	Ver. cell phone bill/3-Mar'18	Verizon Wireless	03/21/18	9803971818MMar18	210.53
10-2010-50-5030	Ver. cell ph bill/Walter less c	Verizon Wireless	03/21/18	9803971818MMar18	32.77
Total For Dept 2010 Administration					304.28
Dept 3010 Community Development					
10-3010-40-4042	Developmnt rules reg seminar/Wa	Eventbrite	04/06/18	753998413/Apr18	15.00
10-3010-40-4042	Mileage/B&F trg-Mahlan/Apr'18	Michelle Mahlan	04/24/18	Apr2018	13.75
10-3010-50-5020	Elevator inspections-Apr'18	Elevator Inspection Servi	05/01/18	76439	2,912.00
10-3010-50-5020	Tree removal revw report-Apr'18	Urban Forest Management I	04/18/18	180320	843.75
10-3010-50-5025	Fedex/Dromonas prelim plat-Apr'	FedEx	04/25/18	6-161--70637	33.11
10-3010-50-5035	Public hearing notc-Patera/McDo	Chicago Tribune	04/30/18	003569945	109.38
10-3010-50-5075	B&F insections-Mar'18	B & F Construction Code S	04/12/18	49179	687.20
10-3010-50-5075	B&F Plan review-Apr'18	B & F Construction Code S	04/24/18	49286	150.00
10-3010-50-5075	B&F plan review-Apr'18	B & F Construction Code S	04/20/18	49259	150.00
10-3010-50-5075	B&F plan review-Apr'18	B & F Construction Code S	04/27/18	49312	1,245.21
10-3010-50-5075	B&F plan rview-Apr'18	B & F Construction Code S	04/27/18	49313	895.50
10-3010-50-5075	DMorris plan reviews-Apr'18	Don Morris Architects P.C	04/30/18	Apr2018	5,530.00
10-3010-50-5075	DMorris inspections-Apr'18	Don Morris Architects P.C	04/30/18	Apr2018	3,840.00
Total For Dept 3010 Community Development					16,424.90
Dept 4010 Finance					
10-4010-40-4042	Mileage/Pol pkt dlvy-Sullivan-A	Village of Burr Ridge	05/02/18	April2018	11.23
10-4010-40-4042	Mileage/BSA User Grp mtg/Zuraw	Village of Burr Ridge	05/02/18	April2018	25.83
10-4010-50-5030	Ver. cell phone bill/Sapp-Mar'1	Verizon Wireless	03/21/18	9803971818MMar18	73.51
10-4010-60-6000	Staplers/FD-Mar'18	Amazon.com Credit	03/31/18	1123849597Mar18	31.58
10-4010-60-6000	Misc office supls/FD-Apr'18	Staples	04/05/18	1823384/1840408	91.52
Total For Dept 4010 Finance					233.67
Dept 4020 Central Services					

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
EXP CHECK RUN DATES 04/25/2018 - 05/01/2018  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 4020 Central Services					
10-4020-50-5050	Savin copier maint-Apr'18	Image Systems & Business	04/19/18	264528	495.97
10-4020-60-6000	ACM-29691 Letter Opener	Runco Office Supply	04/17/18	5527 711525-0	7.38
10-4020-60-6000	BIC-WOFQD324 White Out 3/pack	Runco Office Supply	04/17/18	5527 711525-0	3.99
10-4020-60-6000	CLI-62013 Sheet Protectors 50/b	Runco Office Supply	04/17/18	5527 711525-0	6.99
10-4020-60-6000	UNV-10220VP Binder Clips 3/pack	Runco Office Supply	04/17/18	5527 711525-0	4.79
10-4020-60-6000	UNV-92021 Scissors	Runco Office Supply	04/17/18	5527 711525-0	5.59
10-4020-60-6000	PEN-BK440-A Pens 12/box	Runco Office Supply	04/17/18	5527 711525-0	3.99
10-4020-60-6000	UNV-10220 Large Binder Clips 12	Runco Office Supply	04/17/18	5527 711525-0	3.58
10-4020-60-6000	UNV-10210 Medium Binder Clips 1	Runco Office Supply	04/17/18	5527 711525-0	4.45
10-4020-60-6000	UNV-10200 Small Binder Clips 12	Runco Office Supply	04/17/18	5527 711525-0	1.95
10-4020-60-6000	UNV-10199 Mini Binder Clips 12/	Runco Office Supply	04/17/18	5527 711525-0	1.95
10-4020-60-6010	Battery organizer rack-Mar'18	Amazon.com Credit	03/26/18	1145956064Mar18	26.84
10-4020-60-6010	3cs coffee, 1pkt tea/PD-Apr'18	Commercial Coffee Service	04/17/18	541_147358	55.80
Total For Dept 4020 Central Services					623.27
Dept 5010 Police					
10-5010-40-4032	7200 Bianchi outer Belt --- siz	JG Uniforms, Inc.	04/30/18	35810	91.70
10-5010-40-4032	7307 Bianchi OC spay holder (ML	JG Uniforms, Inc.	04/30/18	35810	74.00
10-5010-40-4032	7314S Bianchi Accumold Radio Ho	JG Uniforms, Inc.	04/30/18	35810	97.50
10-5010-40-4032	7302 Bianchi Accumold Magazine	JG Uniforms, Inc.	04/30/18	35810	149.00
10-5010-40-4032	7317 Bianchi Double Handcuff Ca	JG Uniforms, Inc.	04/30/18	35810	113.40
10-5010-40-4032	7326 Bianchi compact light hold	JG Uniforms, Inc.	04/30/18	35810	26.70
10-5010-40-4032	7320 Bianchi Triple Threat Mag	JG Uniforms, Inc.	04/30/18	35810	79.50
10-5010-40-4032	7334 Bianchi Open cuff Case	JG Uniforms, Inc.	04/30/18	35810	19.35
10-5010-40-4032	8016 Bianchi Silent Key Holder	JG Uniforms, Inc.	04/30/18	35810	22.50
10-5010-40-4032	7328 Bianchi Glove Pouch	JG Uniforms, Inc.	04/30/18	35810	47.55
10-5010-40-4032	7406 Bianchi 4 pack belt keeper	JG Uniforms, Inc.	04/30/18	35810	11.50
10-5010-40-4032	56140 ASP handcuff holder open t	JG Uniforms, Inc.	04/30/18	35810	66.00
10-5010-40-4032	56136 ASP Tactical Neon Handcuf	JG Uniforms, Inc.	04/30/18	35810	36.00
10-5010-40-4032	7205 Bianchi AccuMold Liner Bel	JG Uniforms, Inc.	04/30/18	35810	25.45
10-5010-40-4032	6582 1 1/2" Boston Leather Belt	JG Uniforms, Inc.	04/30/18	35810	20.25
10-5010-40-4032	59552-019 5.11 TDU 1.75" Belt	JG Uniforms, Inc.	04/30/18	35810	20.75
10-5010-40-4032	Initial uniform allowance/Santi	JG Uniforms, Inc.	04/27/18	356679	848.10
10-5010-40-4032	FY 17-18 Uniforms/Madden-Apr18	JG Uniforms, Inc.	04/30/18	35815	800.00
10-5010-40-4042	Forensic Inv. trg/Husarik-Apr18	Open Text Inc.	04/30/18	9000503014	1,095.00
10-5010-40-4042	FBI/NAA mtg/Loftus-Apr'18	Village of Burr Ridge	04/12/18	04-30-18	25.00
10-5010-50-5030	Ver. cell phone bill/Pol-Mar'18	Verizon Wireless	03/21/18	9803971818MMar18	999.03
10-5010-50-5051	Repair left rear tire #1612-Apr	B & E Auto Repair Service	04/13/18	1675 1332623	30.00
10-5010-50-5051	Vehicle washing-Apr'18	Fuller's Car Wash	04/10/18	5520/Apr18	231.97
10-5010-50-5051	GOF/rpl rear brakes #1315-Apr'1	Willowbrook Ford	04/23/18	6270024/2	462.93
10-5010-50-5051	Rpl rim assy/rebal. sensor/#141	Willowbrook Ford	04/24/18	6270136/1	365.45
10-5010-50-5051	GOF/unit #1510-Apr'18	Willowbrook Ford	04/27/18	6270422/2	47.95
10-5010-60-6000	UNV21125 - Top Load Poly Sheet	Runco Office Supply	04/26/18	5901 712267-0	6.99
10-5010-60-6000	FEL52454 - Image Last Laminatin	Runco Office Supply	04/26/18	5901 712267-0	24.99
10-5010-60-6010	DuPg Chiefs Exec. bd mtg/Madden	Village of Burr Ridge	04/12/18	04-30-18	157.45
Total For Dept 5010 Police					5,996.01
Dept 6010 Public Works					
10-6010-40-4032	Uniform rental/cleaning-04/10/1	Breens Inc.	04/10/18	9027 373193	72.14
10-6010-40-4032	Uniform rental/cleaning-04/17/1	Breens Inc.	04/17/18	9027 373361	72.14
10-6010-40-4032	Uniform rental/cleaning-04/24/1	Breens Inc.	04/24/18	9027 373530	72.14
10-6010-40-4032	Safety vests-Apr'18	Full Source, LLC	04/10/18	FS41773179-IN	194.14
10-6010-40-4032	Boots/N Just-Apr'18	Red Wing Business Advanta	04/10/18	20180410030022	150.00

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-40-4032	Boots/Villasenor-Apr'18	Red Wing Business Advanta	04/10/18	2080410030022A	150.00
10-6010-40-4032	Carrier for Mesh Safety Visor-A	Russo's Power Equipment	04/11/18	1009793 4863233	13.99
10-6010-40-4032	Mesh Safety Visor-Apr18	Russo's Power Equipment	04/11/18	1009793 4863233	28.99
10-6010-40-4032	Anti-Vibe Gloves-Apr18	Russo's Power Equipment	04/11/18	1009793 4863233	19.99
10-6010-40-4032	Utility Gloves-Apr18	Russo's Power Equipment	04/11/18	1009793 4863233	24.99
10-6010-40-4040	Mun. Fleet Mgrs Assn dues-Apr;1	Municipal Fleet Managers	04/01/18	Apr2018	30.00
10-6010-40-4042	Replenish I-Pass acct/Preissig-	Illinois Tollway	03/21/18	1882954/Mar18	40.00
10-6010-50-5030	Ver. cell phone bill/PW-Mar'18	Verizon Wireless	03/21/18	9803971818MMar18	381.38
10-6010-50-5050	Rpr hydraulic hose/unit 590-Apr	McCann Industries, Inc.	04/18/18	07235702	653.40
10-6010-50-5054	Rpr street light/61st & Park-Ap	Rag's Electric	04/09/18	21737	641.44
10-6010-50-5055	Traf. signal maint/BR Parkway-M	Meade Electric Company, I	03/31/18	686510	175.00
10-6010-50-5065	Electric/Vill. street lights-Ma	Dynegy Energy Services, I	04/10/18	196015418031	2,704.38
10-6010-50-5066	Woodchips/stump grinding remova	Rainbow Farms Enterprises	04/09/18	35747	2,250.00
10-6010-50-5085	Shop towel rental-04/10/18\	Breens Inc.	04/10/18	9027_373193	4.50
10-6010-50-5085	Shop towel rental-04/17/18	Breens Inc.	04/17/18	9027_373361	4.50
10-6010-50-5085	Shop towel rental-04/24/18	Breens Inc.	04/24/18	9027_373530	4.50
10-6010-50-5095	Random drug screen/2-Apr'18	Concentra Medical Centers	04/10/18	1010681152	140.50
10-6010-50-5095	Branch removal w grapple claw-A	Kramer Tree Specialists,	04/20/18	73200	19,690.00
10-6010-50-5096	Reimburse mailbox damage-Apr18	Kelly Basu	04/18/18	Apr2018	75.00
10-6010-50-5097	Tree/stump removal-Apr'18	Desiderio Landscaping LLC	04/09/18	9250/Apr18	7,009.30
10-6010-50-5097	Parkway tree removals-Apr'18	Desiderio Landscaping LLC	04/09/18	9250-A	4,600.00
10-6010-50-5097	EAB parkway tree removals-Apr'1	Desiderio Landscaping LLC	04/09/18	9250	3,762.99
10-6010-60-6010	Welding gas-Apr'18	Praxair Distribution, Inc	04/04/18	82317284	201.62
10-6010-60-6010	Misc operating supls-Apr'18	Russo's Power Equipment	04/10/18	1009793 4858088	21.99
10-6010-60-6020	Hypro Pump Oil SAE 30-Apr18	Russo's Power Equipment	04/11/18	1009793 4863233	23.39
10-6010-60-6040	Hypro guage/rpr kit-Apr'18	Sprayer Depot	04/13/18	IN319609	107.47
10-6010-60-6040	Misc. equip supls-Apr'18	Russo's Power Equipment	04/10/18	1009793 4858088	115.05
10-6010-60-6040	Misc. equip. supls-Apr'18	Russo's Power Equipment	04/10/18	10099793 4858097	32.04
10-6010-60-6041	Dump body metal supls-unit 23/	Napco Steel, Inc.	04/13/18	417112	897.00
10-6010-60-6042	Relegate Herbicide 2.5 Gal-Apr1	Russo's Power Equipment	04/11/18	1009793 4863233	159.99
10-6010-60-6042	Street name signs-Garywood/Toml	Traffic Control & Protect	04/06/18	92207	208.80
10-6010-60-6042	15" storm swr pipe/lube-Glenn D	Welch Brothers Inc.	04/16/18	BUR900 3004969	1,017.88
10-6010-60-6043	Grass seed/parkway restoration-	National Seed	04/06/18	576510SI	550.00
10-6010-60-6043	2' Autumn Spendor Horsechestnut	West Central Municipal Cc	04/24/18	202_6615-IN	1,110.00
10-6010-60-6043	2" Hackberry	West Central Municipal Cc	04/24/18	202_6615-IN	528.00
10-6010-60-6043	2" Chicagoland Hackberry	West Central Municipal Cc	04/24/18	202_6615-IN	352.00
10-6010-60-6043	1.5" Perkins Pink Yellowwood	West Central Municipal Cc	04/24/18	202_6615-IN	1,060.00
10-6010-60-6043	2" Tulip Tree	West Central Municipal Cc	04/24/18	202_6615-IN	1,110.00
10-6010-60-6043	Green Mountain Silver Linden 2"	West Central Municipal Cc	04/24/18	202_6616-IN	880.00
Total For Dept 6010 Public Works					51,340.64
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Rpr fire alarm/PW-Mar18	Alarm Detection Systems,	01/03/18	107215_SI-481568	320.33
10-6020-50-5052	Fire extinguisher maint/VH-Mar'	Cintas Fire Protection	03/23/18	OF94024180	328.55
10-6020-50-5052	Rpr heating sys/PW-Mar'18	Dynamic Heating & Piping	03/21/18	202682	1,018.00
10-6020-50-5057	Windsor poind prescribed burn-	McGinty Bros. Inc.	04/16/18	184396	2,700.00
10-6020-50-5058	Mat rental/PD-04/10/18	Breens Inc.	04/10/18	9028 373189	18.00
10-6020-50-5058	Mat rental/PW & VH-04/10/18	Breens Inc.	04/10/18	9028 373189	12.00
10-6020-50-5058	Mat rentals - PD/04/7/18	Breens Inc.	04/17/18	9028 373357	18.00
10-6020-50-5058	Mat rentals - PW & VH/04/17/18	Breens Inc.	04/17/18	9028 373357	12.00
10-6020-50-5058	Mat rental/PD-04/24/18	Breens Inc.	04/24/18	9028 373526	18.00
10-6020-50-5058	Mat rental/PW & VH-04/24/18	Breens Inc.	04/24/18	9028 373526	12.00
10-6020-50-5080	Electric/Windsor aerator-Apr'18	COMED	04/05/18	9342034001/Apr18	23.94

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6020 Buildings & Grounds					
10-6020-50-5080	Nicor heating/PW-Apr'18	NICOR Gas	04/11/18	22944400005Apr18	676.46
10-6020-50-5080	Nicor heating/VH-Apr'18	NICOR Gas	04/17/18	47022570007/Apr18	542.46
10-6020-50-5080	Nicor heating/VH garage-Apr'18	NICOR Gas	04/17/18	57961400009/Apr18	145.62
10-6020-50-5080	Nicor heating/PD-Apr'18	NICOR Gas	04/18/18	66468914693/Apr18	639.35
10-6020-50-5080	Nicor heating/RA-Apr'18	NICOR Gas	04/17/18	81110732419/Apr18	79.51
10-6020-60-6010	1st aid cabinet supls/VH-Apr'18	American First Aid Service	04/16/18	63035	65.00
10-6020-60-6010	Misc. operating supls-Apr'18	Menards - Hodgkins	04/13/18	32006290/97403	52.91
10-6020-60-6010	Grn tree guying strap/1-Apr'18	Russo's Power Equipment	04/16/18	1009793 4878498	28.99
10-6020-60-6010	Keys/Pol Dept lockup-Mar'18	Village of Burr Ridge	05/02/18	April2018	18.80
Total For Dept 6020 Buildings & Grounds					6,729.92
Total For Fund 10 General Fund					94,566.83
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5075	Electric/entryway sign-Apr'18	COMED	04/06/18	2257153023/Apr18	37.83
Total For Dept 7030 Special Revenue Hotel/Motel					37.83
Total For Fund 23 Hotel/Motel Tax Fund					37.83
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7010	Wolf Rd/Pleasantdale ped. beaco	Patrick Engineering Inc.	04/16/18	217777.019-6	7,399.67
Total For Dept 8010 Capital Improvement					7,399.67
Total For Fund 31 Capital Improvements Fund					7,399.67
Fund 32 Sidewalks/Pathway Fund					
Dept 8020 Sidewalks/Pathway					
32-8020-70-7052	Design engineering service/CLR-	Burns & McDonnell	04/11/18	104555-2	1,889.00
Total For Dept 8020 Sidewalks/Pathway					1,889.00
Total For Fund 32 Sidewalks/Pathway Fund					1,889.00
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rental/cleaning-04/10/1	Breens Inc.	04/10/18	9027 373193	79.18
51-6030-40-4032	Uniform rental/cleaning-04/17/1	Breens Inc.	04/17/18	9027 373361	79.18
51-6030-40-4032	Uniform rental/cleaning-04/24/1	Breens Inc.	04/24/18	9027 373530	79.18
51-6030-40-4032	Safety vests-Apr'18	Full Source, LLC	04/10/18	FS41773179-IN	213.07
51-6030-40-4032	Boots/Lukas-Apr'18	Red Wing Business Advanta	04/10/18	20180410030022-B	150.00
51-6030-50-5030	Well pumping line-Mar'18	AT&T	03/22/18	6303254209Mar18	490.35
51-6030-50-5030	Ver. cell phone bill/Wtr-Mar'18	Verizon Wireless	03/21/18	9803971818MMar18	452.64
51-6030-50-5030	Ver. water modems-Mar'18	Verizon Wireless	03/21/18	9803971818MMar18	108.12
51-6030-50-5080	Electric/well #1-Apr'18	COMED	04/06/18	0793668005/Apr18	195.29
51-6030-50-5080	Electric/well #4-Apr'18	COMED	04/17/18	0029127044/Apr18	676.08
51-6030-50-5080	Electric/Bedford sump pump-Apr'	COMED	04/09/18	9179647001/Apr18	120.70
51-6030-50-5080	Electric/2M tank-Apr'18	COMED	04/05/18	9256332027/Aopr18	149.92
51-6030-50-5080	Nicor heating/PC-Apr'18	NICOR Gas	04/11/18	47915700000Apr18	140.11
51-6030-60-6010	CA6 stone/23.87ton-Apr'18	Ozinga Materials, Inc.	04/13/18	21210 67876	352.08
51-6030-60-6010	CA6 stone/239.40ton-Apr'18	Ozinga Materials, Inc.	04/13/18	21210 67876	353.12
51-6030-60-6010	Topsoil/2yds-Apr'18	Tameling Industries	04/12/18	VBUR001/0121937IN	60.00
Total For Dept 6030 Water Operations					3,699.02



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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Total For Fund 51 Water Fund					3,699.02
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rental/cleaning-04/10/1	Breens Inc.	04/10/18	9027 373193	24.63
52-6040-40-4032	Uniform rental/cleaning-04/17/1	Breens Inc.	04/17/18	9027_373361	24.63
52-6040-40-4032	Uniform rental/cleaning-04/24/1	Breens Inc.	04/24/18	9027_373530	24.63
52-6040-40-4032	Safety vests-Apr'18	Full Source, LLC	04/10/18	FS41773179-IN	66.29
52-6040-50-5030	Ver. sewer modems-Mar'18	Verizon Wireless	03/21/18	9803971818MMar18	18.02
52-6040-50-5080	Electricl/H'Flds L.S.-Apr'18	COMED	04/06/18	0099002061/Apr18	47.55
52-6040-50-5080	Electric/A'Head L.S.-Apr'18	COMED	04/06/18	7076690006/Apr18	149.71
Total For Dept 6040 Sewer Operations					355.46
Total For Fund 52 Sewer Fund					355.46
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-40-4040	Basic TV srvc-VH/PD-PW/Apr'18	Hulu, LLC	04/13/18	Apr18	43.48
61-4040-50-5020	IT support-Sep17	Orbis Solutions	09/14/17	5567180	1,500.00
61-4040-50-5020	IT/phone support-Apr'18	Orbis Solutions	09/14/17	042618	2,425.00
61-4040-50-5030	Ver. mobile data services-Mar'1	Verizon Wireless	03/21/18	9803971818MMar18	38.03
61-4040-50-5050	Rpl network storage/CC pchs-Ap	Amazon.com Credit	04/11/18	1117286763/Apr18	211.95
61-4040-50-5050	Rpl network storage/VS-Apr18	Frys Electronics	04/11/18	83799503	218.12
61-4040-60-6010	Computer case/code enf-AD/Apr'1	Micro Center	04/30/18	4457384	504.96
61-4040-70-7000	Return damaged conf rm TV/PW-Ap	Amazon.com Credit	04/04/18	Apr2018	(439.99)
61-4040-70-7000	Ver. phones-Mar'18	Verizon Wireless	03/21/18	9803971818MMar18	1,089.86
Total For Dept 4040 Information Technology					5,591.41
Total For Fund 61 Information Technology Fund					5,591.41



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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
			Fund 10 General Fund		94,566.83
			Fund 23 Hotel/Motel Tax Fund		37.83
			Fund 31 Capital Improvements Fund		7,399.67
			Fund 32 Sidewalks/Pathway Fund		1,889.00
			Fund 51 Water Fund		3,699.02
			Fund 52 Sewer Fund		355.46
			Fund 61 Information Technology Fund		5,591.41
Total For All Funds:					113,539.22

VILLAGE OF BURR RIDGE

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ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 05/14/18

PAYMENT DATE: 05/15/18

FISCAL18-19

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	32,735.87	32,735.87
23	Hotel/Motel Tax Fund	3,614.08	3,614.08
51	Water Fund	1,724.23	1,724.23
52	Sewer Fund	515.67	515.67
61	Information Technology Fund	13,225.80	13,225.80
TOTAL ALL FUNDS		<u>\$ 51,815.65</u>	<u>\$ 51,815.65</u>

PAYROLL

PAY PERIOD ENDING May 5, 2018

	TOTAL PAYROLL
Board & Commissions	
Administration	26,864.24
Community Development	434.34
Finance	10,818.10
Police	139,546.04
Public Works	31,803.52
Water	35,115.16
Sewer	9,984.56
IT Fund	
TOTAL	<u>\$ 254,565.96</u>
GRAND TOTAL	<u>\$ 306,381.61</u>

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-50-5030	Telephone-May'18	Call One	05/15/18	1213106/May18	60.81
Total For Dept 1010 Boards & Commissions					60.81
Dept 2010 Administration					
10-2010-40-4030	Dental insurance-May'18	Delta Dental of Illinois-	05/01/18	10373 113066	581.03
10-2010-50-5030	Telephone-May'18	Call One	05/15/18	1213106/May18	1,003.31
Total For Dept 2010 Administration					1,584.34
Dept 4010 Finance					
10-4010-40-4030	Dental insurance-May'18	Delta Dental of Illinois-	05/01/18	10373 113066	140.56
10-4010-50-5030	Telephone-May'18	Call One	05/15/18	1213106/May18	304.03
Total For Dept 4010 Finance					444.59
Dept 4020 Central Services					
10-4020-60-6010	Beverages (mtgs & seminars) Pop	Village of Burr Ridge	05/02/18	May2018	13.28
Total For Dept 4020 Central Services					13.28
Dept 5010 Police					
10-5010-40-4030	Dental insurance-May'18	Delta Dental of Illinois-	05/01/18	10373 113066	2,136.00
10-5010-40-4040	FY'18-19 WSDA dues/4	West Suburban Detectives	04/23/18	Apr2018	75.00
10-5010-50-5020	FY18-19 DUMEG fair share contri	DuPage Metropolitan	03/14/18	July2018	14,040.00
10-5010-50-5020	2018/19 NIPAS membership assmnt	Northern Illinois Police	05/01/18	11935	400.00
10-5010-50-5020	2018-19 Emergency srvc's team as	Northern Illinois Police	05/01/18	11936	4,800.00
10-5010-50-5020	2018--19 NIPAS mobile fld force	Northern Illinois Police	05/01/18	11937	875.00
10-5010-50-5020	2018-19 NIPAS mobile fld force	Northern Illinois Police	05/01/18	11937	130.00
10-5010-50-5030	Telephone-May'18	Call One	05/15/18	1213106/May18	1,672.19
10-5010-50-5050	Radio equipment maint-May'18	J&L Electronic Service, I	05/01/18	1001486	37.90
Total For Dept 5010 Police					24,166.09
Dept 6010 Public Works					
10-6010-40-4030	Dental insurance-May'18	Delta Dental of Illinois-	05/01/18	10373 113066	691.10
10-6010-50-5030	Telephone-May'18	Call One	05/15/18	1213106/May18	506.72
Total For Dept 6010 Public Works					1,197.82
Dept 6020 Buildings & Grounds					
10-6020-50-5095	2017 Property tax/Nanophase-#1,	DuPage County Collector	05/04/18	009924301022May18	5,268.94
Total For Dept 6020 Buildings & Grounds					5,268.94
Total For Fund 10 General Fund					32,735.87
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8012	Frame tent & water barrel renta	Abbott Party Rental	06/02/18	27307-1	766.00
23-7030-80-8050	Tent/chair rental-May'18	Abbott Party Rental	05/19/18	27306-2	2,548.08
23-7030-80-8050	Armed Forces Day event audio en	United Audio Productions	05/19/18	751	300.00
Total For Dept 7030 Special Revenue Hotel/Motel					3,614.08
Total For Fund 23 Hotel/Motel Tax Fund					3,614.08
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4030	Dental insurance-May'18	Delta Dental of Illinois-	05/01/18	10373 113066	548.18
51-6030-50-5025	Fy'18-19 1st Class presort/per#	Postmaster	04/20/18	94/May18	225.00
51-6030-50-5025	Fy18-19 USPS marketing mail/per	Postmaster	04/20/18	94/May18	225.00
51-6030-50-5030	Telephone-May'18	Call One	05/15/18	1213106/May18	456.05

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-50-5085	Yearly land rental - 7/1/18 - 6 Illinois Dept of Natural		04/24/18	5421-1125	270.00
Total For Dept 6030 Water Operations					1,724.23
Total For Fund 51 Water Fund					1,724.23
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4030	Dental insurance-May'18	Delta Dental of Illinois-	05/01/18	10373 113066	161.88
52-6040-50-5030	Telephone-May'18	Call One	05/15/18	1213106/May18	353.79
Total For Dept 6040 Sewer Operations					515.67
Total For Fund 52 Sewer Fund					515.67
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5050	IT/phone support-May'18	Orbis Solutions	05/04/18	5567852	1,250.00
61-4040-50-5061	BS&A Permit Sys annual support-	BS&A Software	05/01/18	116902	1,307.00
61-4040-50-5061	LeadsOnline Sys, renewal-May18	LeadsOnline	03/01/18	6669 244596	2,848.00
61-4040-50-5061	Fy18-19 Annual Cisco maint/supp	National Tek Services, In	05/07/18	4961	2,350.00
61-4040-50-5061	Fy18-19 Email/antivirus/spam ma	National Tek Services, In	05/07/18	4961	2,325.00
61-4040-50-5061	Fy18-19 Annual firewall support	Orbis Solutions	05/04/18	5567874	1,175.00
61-4040-50-5061	FY18-19 PowerDMS	PowerDMS, Inc.	03/02/18	19980	1,970.80
Total For Dept 4040 Information Technology					13,225.80
Total For Fund 61 Information Technology Fund					13,225.80

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Fund Totals:

Fund 10 General Fund	32,735.87
Fund 23 Hotel/Motel Tax Fund	3,614.08
Fund 51 Water Fund	1,724.23
Fund 52 Sewer Fund	515.67
Fund 61 Information Technology F	13,225.80
Total For All Funds:	51,815.65