



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

AGENDA

**July 22, 2019
7:00 P.M.**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

- Aly & Adriana Guzman, St. Isaac Jogues

2. ROLL CALL

3. PRESENTATIONS AND PUBLIC HEARINGS

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, discussed by the Board, opened for public comment, and voted upon during this meeting.

5. MINUTES

A. Consideration of Regular Board Meeting of July 8, 2019

B. * Receive and File Draft of Pathway Commission of July 11, 2019

6. ORDINANCES

A. Consideration of an Ordinance Amending Article II of the Burr Ridge Building Ordinance to Adopt an Expedited Residential and Commercial Permit and Expedited Fee Schedule

B. * Approval of an Ordinance Amending Chapter 2, Article XI, Section 2.67 of the Burr Ridge Municipal Code Regarding Order of Business ("Agenda") for Meetings of the Board of Trustees

Prior to voting on each agenda item, the Mayor will invite public comment on that item. The Mayor also will invite any person in attendance to address the Board on any other item of concern under Section 9 Public Comments. Each speaker addressing the Board of Trustees is asked to limit her or his comment to five minutes.

7. RESOLUTIONS

- A. * Adoption of Resolution Approving an Intergovernmental Agreement Between the Illinois State Toll Highway Authority and the Village of Burr Ridge For Relocation of a 36 Inch Diameter Water Main Adjacent to and Under the Tollway's Mile Long Bridge
- B. * Adoption of Resolution Approving License Amendment with the Forest Preserve District of Cook County

8. CONSIDERATIONS

- A. Update Regarding Sterigenics in Willowbrook, IL
- B. Update and Discussion Regarding the State of Illinois Cannabis Regulation and Tax Act
- C. * Approval of Recommendation to Award Contract for the 2019 Water Main Replacement Projects to Cecchin Plumbing & Heating, Inc. of Bloomingdale, Illinois, in the amount of \$1,030,143
- D. * Approval of Request for Raffle License for Aging Care Connections and Hosting Facility License for Chicago Marriott Southwest at Burr Ridge for a Fundraising Event on September 13, 2019
- E. * Receive and File Letter of Resignation of Part-Time General Utility 1 Worker Connor Rich
- F. * Approval of Recommendation for Public Works Director to Fill the Vacancy of Part-Time General Utility 1 Worker Created by the Resignation of Connor Rich
- G. * Approval of Recommendation to Approve Temporary Sign Placements Requested by the Burr Ridge Park District Foundation for the Pedal the Parks Event on Sunday, September 8, 2019
- H. * Approval of Vendor List dated July 22, 2019 in the Amount of \$469,940.16 for all Funds, plus \$205,490.22 for Payroll, for a Grand Total of \$675,30.38, which includes No Special Expenditures

9. PUBLIC COMMENTS

10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

11. CLOSED SESSION

- A. Release of Closed Session Minutes through December 2018
- B. Determination to Destroy Verbatim Recordings of Closed Session Minutes for the Period of September 2015 through June 2017

12. RECONVENED MEETING

13. ADJOURNMENT



TO: Mayor and Board of Trustees
FROM: Village Administrator Doug Pollock and Staff
SUBJECT: Regular Meeting of July 22, 2019
DATE: July 18, 2019

5. MINUTES

A. Board of Trustees Minutes of July 8, 2019

Mayor Grasso and Trustee Franzese asked that this be pulled off the agenda so that the record could be clarified regarding the vote for the Mayor Pro Tem. Trustee Franzese informed staff that he voted to abstain from the vote. However, the vote was done by voice vote which did not give Trustee Franzese the proper opportunity to abstain.

To clarify the record, staff recommends that Trustee Franzese state on the record that he abstained from the vote prior to the approval of the minutes by the Board of Trustees.

6. ORDINANCES

A. Fees for Expedited Plan Review of Building Permits

A developer working within the community has requested that the Village consider methods for reviewing residential building permits on an expedited basis. After a review of existing staffing levels and permit review procedures, staff has identified the establishment of an expedited permit review fee in the Building Ordinance as a viable method for providing this level of service. An expedited permit review would allow permit applicants to pay an additional fee above and beyond a standard review fee to decrease the amount of time between when a permit is submitted and returned to the applicant.

Under current policy, the Village prioritizes plan reviews based on the order they are received and returns initial permit reviews in 14 business days and subsequent plan reviews in 10 business days. The expedited review process would allow an applicant to pay extra to have their permit review prioritized. Plan reviews for an expedited permit would then be completed in 5 business days for both initial and subsequent reviews.

Staff has prepared a draft amendment to the Building Ordinance which would establish an expedited commercial and residential permit fee at 250% and 150% of the standard review fees for each permit type, respectively. For example, if a standard residential home permit were to cost \$5,000, an applicant could pay an additional \$2,500 to expedite the process. The difference in fees for expedited commercial and residential permits is due to the fact that commercial permits are generally more complex and require

greater review times by the Village's external consultant than residential permits, thus costing more on a pass-through basis. While an expedited permit would be returned to the applicant in a shorter period of time than a standard permit, the Village would continue to require all necessary documents for each permit review, thus ensuring that the same level of thoroughness can be incorporated into each review.

It is our recommendation: that the Board approve the Ordinance establishing an expedited fee schedule in the Building Ordinance.

B. Amendment to Board of Trustees Agenda Format

At its last meeting, the Board of Trustees directed staff to prepare an Ordinance amending the Municipal Code relative to Board agendas. Attached is said amendment. As previously discussed, the amendment is intended to clarify public participation in the meetings and eliminate some redundancies.

It is our recommendation: that the Board consider a motion to approve the Ordinance.

7. RESOLUTIONS

A. Agreement With IL Tollway for Relocation of 36 Inch Water Main

The Illinois Tollway project to widen and reconstruct the I-294 Central Tri-State Corridor includes the replacement of its Mile-Long Bridge near the Des Plaines River and La Grange Road. The Village's 23-year-old, 36-inch-diameter water transmission main between Bedford Park and our Pump Center is in conflict with piers to be constructed for the new bridge, and our main must be relocated. The Village has a license to operate its transmission main within lands owned by the Forest Preserve District of Cook County; therefore, all costs associated in relocating our water transmission main will be the responsibility of the Tollway. The costs include a one-time fee in the amount of \$14,510.61, which the Village is required to pay to the Forest Preserve District for an amended license with the District, but which fee shall be invoiced by the Village and reimbursed by the Tollway.

The attached Resolution provides an intergovernmental agreement and sets the terms for design, bidding, contract administration, construction inspection, protection, maintenance, and fee reimbursement, for relocating our water transmission main under the Mile-Long Bridge. The Village has been coordinating with the Tollway and its engineers regarding construction schedule, precautions, and methods that will protect the Village's critical infrastructure and water supply during construction and in the future. The work to relocate the Village's water transmission main is expected to begin in October 2019.

It is our recommendation: that the Village Board adopt the resolution providing an Intergovernmental Agreement with the Illinois Tollway regarding relocation of the 36-inch diameter water main.

B. License Agreement With Cook County Forest Preserve

The attached Resolution would amend a license with the Forest Preserve District of Cook County, which license was originally issued in 1996 to install, operate, and maintain the Village's 36-inch-diameter water transmission main between Bedford Park and our Pump Center. The relocation of this transmission main on Forest Preserve District property, in advance of the Illinois Tollway project to reconstruct its Mile-Long Bridge, will require an amendment to this license. The fee for this license amendment is \$14,510.61, which the Village would pay to the Forest Preserve District; however, this fee shall be reimbursed by the Tollway to the Village in accordance with the Intergovernmental Agreement regarding the Tollway relocation of the Village's water transmission main.

It is our recommendation: that the Village Board adopt the resolution amending its License No. 1625 with the Forest Preserve District of Cook County regarding relocation of the 36-inch diameter water main.

8. CONSIDERATIONS

A. Sterigenics Update

On July 17, the Attorney General and DuPage State's Attorney announced that they have agreed to a settlement regarding the pending Sterigenics litigation. The settlement would allow Sterigenics to proceed with their permit application with the Illinois EPA. The permit application seeks to re-open one of the two Sterigenics buildings in Willowbrook after retrofitting the building to comply with the recently adopted legislation. This settlement comes in the form of a consent order, which must be approved by a judge to become legally certified. The DuPage County Circuit Court was scheduled to consider the litigation between the State and Sterigenics at a hearing on July 18, but the judge continued that hearing to July 24 at 1pm to provide time to review the consent order as it applies to the litigation. A copy of the consent order is attached and is available on the Village web site.

Meanwhile, the Illinois EPA has announced a date for its public meeting regarding Sterigenics permit application. The public meeting will be on August 1, 2019 at 6 pm at Ashton Place. This information has been posted on the Village web site.

B. Illinois Cannabis Regulation and Tax Act

On June 25, 2019, the Cannabis Regulation and Tax Act was signed into law by the State of Illinois. The law legalizes the cultivation, sales, and use of recreational cannabis in the State of Illinois effective January 1, 2020. In

response to this legislation, there are a number of decisions and actions that each Illinois municipality must consider. At this time, staff is asking for direction from the Village Board on how to proceed with these actions and decisions.

Attached is information regarding the recreational cannabis legislation. The primary decision for the Board of Trustees is whether to allow businesses that cultivate and sale recreational cannabis within the corporate limits of the Village of Burr Ridge. The state legislation legalizes the use of cannabis throughout the state but allows each municipality to opt out of allowing cannabis businesses within their municipal limits.

If cannabis businesses are to be allowed, the Village will need to amend the Zoning Ordinance. If they are not to be allowed, the Village will need to adopt an Ordinance “opting out” and prohibiting cannabis businesses in the Village. It is also possible to permit certain types of cannabis businesses (e.g. retail sales) while at the same prohibiting other types (e.g. cultivation facilities or smoking lounges/cafes).

If the Village opts in, additional actions will be necessary including establishment of a municipal sales tax ordinance for cannabis sales. In addition to other sales taxes, each municipality may impose a 3% sales tax on the sale of cannabis. Although estimates are challenging due to the lack of any past data, credible estimates for local sales tax from one retail dispensary have been in the range of \$400,000 or more.

Whether the Village allows cannabis businesses within the corporate limits, other actions will be necessary. The use of cannabis will be permitted in the Village, and it will be necessary to update personnel policies and police training for cannabis.

At this time, staff is requesting direction from the Board regarding opting in or opting out of allowing cannabis businesses. If the Board wants to consider opting in, staff recommends that this be referred to the Plan Commission to consider zoning for cannabis businesses.

C. Award Contract for 2019 Water Main Replacement Projects

The FY 2019-20 Water Fund budget includes \$909,000 to replace a distribution water main on the south end of Chasemoor Drive and a feeder water main through the Carriage Way subdivision. These water main segments have experienced an excessive number of breaks and were selected in 2018 for replacement as part of a consolidated water main construction contract. During design engineering and permitting with the State and County, the scope of work for this project increased, and the engineer’s cost estimate subsequently increased to \$1,094,935. Adequate funds are available in the Water Fund account for constructing the project this year.

The Department of Public Works solicited bids for the 2019 Water Main Replacement Project. Thirteen (13) qualified bidders received bid documents and seven (7) submitted their bids, which were opened and read publicly on July 16, 2019, as shown in the attached bid tabulation and summarized as follows:

Contractor	Bid Price
Cecchin Plumbing & Heating, Inc., Bloomingdale, IL	\$ 1,030,143.00
Martam Construction, Inc., Elgin, IL	\$ 1,173,639.00
Unique Plumbing Co., Inc., Brookfield, IL	\$ 1,235,702.23
Vian Construction, Inc., Elk Grove Village, IL	\$ 1,261,105.00
Austin Tyler Construction, Inc., Elwood, IL	\$ 1,276,900.50
Swallow Construction Corporation, Palos Park, IL	\$ 1,315,379.75
H. Linden & Sons Sewer and Water, Inc., Plano, IL	\$ 1,337,381.00
Engineer's Estimate	\$ 1,094,935.00

No errors or omissions were identified in the review of the lowest responsive and responsible bid received by Cecchin Plumbing & Heating. A review of municipal references for their recently completed projects finds them to be reputable and competent; for with the Village of Channahon, this contractor is highly-regarded for their quality of work. Therefore, the preferred bidder is Cecchin Plumbing & Heating, Inc., of Bloomingdale, Illinois. Their bid is \$64,792, or 5.9% less than the Engineer's Estimate.

Work on this project could begin in late August 2019 and be completed by November 2019. The Village Engineer will be meeting with the Carriage Way HOA and other affected residents on August 5, 2019, at 7:00 p.m. in the Police Department Community Room to discuss the project schedule and construction impacts.

It is our recommendation: that a contract be awarded for the 2019 Water Main Replacement Projects to Cecchin Plumbing & Heating, Inc., of Bloomingdale, Illinois, in the amount of \$1,030,143.

D. Raffle License (Aging Care Connections); Hosting Facility (Marriott)

Enclosed is an application from Aging Care Connections to conduct a raffle on Friday, September 13, 2019, as part of their fundraising event, as well as a letter requesting waiver of the fidelity bond requirement. Also enclosed is a letter from the Chicago Marriott Southwest at Burr Ridge requesting that they be issued a hosting facility license to allow them to hold this event at their location

It is our recommendation: that a Raffle and Chance License be issued to Aging Care Connections for its September 13, 2019 raffle, with the fidelity bond waived, and that the Chicago Marriott Southwest at Burr Ridge be licensed to host the event.

E. Resignation of Part-Time General Utility 1 Worker Connor Rich

Enclosed please find a letter from Part-Time General Utility 1 Worker Connor Rich tendering his resignation from the Public Works Department effective July 12, 2019.

It is our recommendation: that Connor Rich's letter of resignation be received and filed.

F. Fill Vacancy of Part-Time General Utility 1 Worker

The resignation of Connor Rich has created a vacancy in the General Utility Worker 1 part-time classification. This one part-time position in the Department provides flexibility while seasonally supporting critical operations such as snow removal.

It is our recommendation: that the Village Board authorize the Director of Public Works to fill the vacant General Utility 1 part-time position.

G. Temporary Sign Placement for Pedal the Park Event

Enclosed is a letter from Jamie Janusz, Superintendent of Finance for the Burr Ridge Park District and Staff Liaison to the Burr Ridge Community Park Foundation, requesting approval of temporary sign placements for the Foundation's Pedal the Parks fundraising event on Sunday, September 8, 2019. Temporary sign placement is requested at the following locations:

- Fifth Third Bank, 83rd and Madison Streets (southwest corner)
- County Line Road and Burr Ridge Parkway (southwest corner)
- Madison Street and South Frontage Road (southeast corner)
- 79th & Madison (northeast corner)
- Gower Middle School
- Plainfield Road and County Line Road (southwest corner)
- 91st and Madison Street (northeast corner; property is vacant)
- 91st and Route 83 (southeast corner; McDonald's)

It is our recommendation: that the request from the Burr Ridge Community Park Foundation for installation of temporary signage for the Pedal the Parks Event in September be approved.

H. Vendor List Dated July 22, 2019

Attached is the vendor list dated July 22, 2019, in the amount of \$469,940.16 for all funds, plus \$205,490.22 for payroll, for a grand total of \$675,430.38, which includes no special expenditures.

It is our recommendation: that the vendor list dated July 22, 2019, be approved.

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VILLAGE OF BURR RIDGE

July 8, 2019

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of July 8, 2019 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:05 p.m. by Mayor Gary Grasso.

PLEDGE OF ALLEGIANCE Pledge of Allegiance was led by Richard Morton

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Trustees Franzese, Schiappa, Paveza, Snyder, Mital, Mottl and Mayor Grasso. Also present were Village Administrator Doug Pollock, Police Chief John Madden, Assistant Village Administrator Evan Walter, Village Attorney Michael Durkin and Village Clerk Karen Thomas.

Mayor Grasso introduced Village Attorney Michael Durkin and presented a brief resume of Mr. Durkin's qualifications.

PRESENTATIONS AND PUBLIC HEARINGS There were none.

CONSENT AGENDA – OMNIBUS VOTE After reading the Consent Agenda by Mayor Gary Grasso, motion was made by Trustee Schiappa and seconded by Trustee Franzese that the Consent Agenda – Omnibus Vote (attached as Exhibit A), and the recommendations indicated for each respective item, be hereby approved. Any item removed from the Consent Agenda, will be discussed by the Board, opened for public comment, and voted upon during this meeting.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

APPROVAL OF REGULAR BOARD MEETING MINUTES OF JUNE 10, 2019 approved for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE DRAFT OF PLAN COMMISSION MEETING OF JUNE 17, 2019 were noted as received and filed, under the Consent Agenda

RECEIVE AND FILE DRAFT OF BICYCLE COMMITTEE MEETING OF JUNE 19, 2019 were noted as received and filed, under the Consent Agenda

ADOPTION OF A RESOLUTION RECOGNIZING 35 YEARS OF SERVICE TO THE VILLAGE OF BURR RIDGE PUBLIC WORKS OPERATIONS SUPERVISOR JOHN WERNIMONT The Board, under the Consent Agenda by Omnibus Vote, Adopted the Resolution.

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THIS IS RESOLUTION NO. R-20-19

APPROVAL OF RECOMMENDATION TO RESCIND PREVIOUS BOARD APPROVAL FOR POLICE DEPARTMENT TO PURCHASE A COPIER FROM ITSavvy OF ADDISON, ILLINOIS AND RECOMMENDATION TO APPROVE AGREEMENT FOR COPIER PURCHASE FROM PROVEN BUSINESS SYSTEMS IN THE AMOUNT OF \$6,550 the Board, under Consent Agenda, approved the purchase of a copier from Proven Business Systems in the amount of \$6550.

APPROVAL OF RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION ENGINEERING ON THE 2019 WATER MAIN REPLACEMENT PROJECTS TO THOMAS ENGINEERING GROUP, LLC, OF AURORA, ILLINOIS IN AN AMOUNT OF \$68,832.65 the Board, under Consent Agenda, Awarded the Contract to Thomas Engineering Group, LLC in the amount of \$68,832.65

APPROVAL OF RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR DESIGN ENGINEERING ON THE CARRIAGE WAY SUBDIVISION PHASE 2 WATER MAIN REPLACEMENT PROJECT TO THOMAS ENGINEERING GROUP, LLC, OF AURORA, ILLINOIS, IN THE AMOUNT OF \$98,582.72 the Board, under the Consent Agenda, Awarded the Contract to Thomas Engineering Group, LLC in the amount of \$98,582.72

RECEIVE AND FILE LETTER OF RESIGNATION FROM PART-TIME RECORDS CLERK FORREST TUCKER EFFECTIVE JUNE 28, 2019 the Board, under Consent Agenda, accepted the Letter of Resignation.

APPROVAL OF VENDOR LIST DATED JUNE 24, 2019 IN THE AMOUNT OF \$365,185.38 FOR ALL FUNDS, PLUS \$195,337.61 FOR PAYROLL, FOR A GRAND TOTAL OF \$560,522.99, WHICH INCLUDES SPECIAL EXPENDITURES OF \$11,350.00 FOR MOSQUITO ABATEMENT BY CLARKE ENVIRONMENTAL AND \$26,052.22 FOR THE GERMAN CHURCH ROAD SIDEWALK PROJECT BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION The Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending June 24, 2019 in the amount of \$365,185.38 for all funds, plus \$195,337.61 for Payroll for the period ending June 15, 2019, for a Grand Total of \$560,522.99 which includes special expenditures of \$11,350.00 for Mosquito Abatement by Clarke Environmental and \$26,052.22 for the German Church Road Sidewalk Project by the Illinois Department of Transportation

APPROVAL OF VENDOR LIST DATED JULY 8, 2019 IN THE AMOUNT OF \$695,596.29 FOR ALL FUNDS, PLUS \$192,135.96 FOR PAYROLL, FOR A GRAND TOTAL OF \$887,732.25, WHICH INCLUDES SPECIAL EXPENDITURES OF \$13,875.00 TO INTERRA, INC. AND \$519,790.05 TO ORANGE CRUSH, LLC FOR THE 2019 ROAD PROGRAM The

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Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List for the period ending July 8, 2019 in the amount of \$695,596.29 for all funds, plus \$192,135.96 for Payroll for the period ending July 5, 2019, for a Grand Total of \$887,732.25 which includes special expenditures of \$13,875.00 to Interra, Inc. and \$519,790.05 to Orange Crush LLC for the 2019 Road Program.

CONSIDERATION OF RESOLUTION APPOINTING AL PAVEZA AS PRESIDENT PRO TEM FOR A TWO-YEAR TERM EXPIRING MAY 10, 2021 Mayor Grasso stated this discussion was tabled at the previous meeting to allow Trustee Snyder to participate in the discussion.

Trustee Paveza said he believes his appointment would be contentious and recommended his name be rescinded and Trustee Franzese be appointed President Pro Tem.

Motion was made by Trustee Paveza and seconded by Trustee Schiappa to adopt the Resolution and appoint Guy Franzese as President Pro-Tem for a two year term expiring May 10, 2021.

Trustee Franzese expressed appreciation for Trustee Paveza's willingness to build consensus on the Board.

Mayor Grasso acknowledged Trustee Paveza's 24 years as a Trustee and having served as President Pro Tem various times during his tenure. He also stated when a Trustee is subject of a motion such as this, the Board's Rules of Order dictate that the Trustee shall abstain from voting.

Trustees Snyder and Mital thanked Trustee Paveza for his outstanding service and spirit of cooperation and the guidance he provides.

The Motion was approved by a unanimous voice vote of the Board of Trustees.
THIS IS RESOLUTION NO. R-21-19

CONSIDERATION OF RESOLUTION APPOINTING MEMBERS OF THE ECONOMIC DEVELOPMENT COMMITTEE Village Administrator Doug Pollock presented the list of members for the Economic Development Committee. The Board has been provided applications from the new appointees. Mayor Grasso has appointed himself as Chairman of the Committee and Trustee Schiappa as the other Board Representative. Members of this Committee serve at the discretion of the Mayor and the Village Board.

Motion was made by Trustee Schiappa and seconded by Trustee Paveza to adopt the Resolution appointing of members for the Economic Development Committee.

In answer to Trustee Mottl, Mr. Pollock explained there are no rules or Ordinances that dictate the number of Trustees who serve on this Committee. Traditionally there have been two elected officials on the Committee. Trustee Mottl thought there was language stating there shall only be one Trustee. Mayor Grasso requested clarification of what he is referencing. Village Attorney Durkin stated the

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Resolution does not provide for any restriction on the number of elected officials. Trustee Mottl stated he is the longest serving member on the Committee and was appointed by Mayor Grasso ten years ago. He requested an explanation as to why he has been removed. Mayor Grasso stated there have not been any project developments in the past ten years and in the midst of new development coming forward, his own experience in the development of the Village Center would be beneficial.

On Roll Call, Vote Was:

AYES: 4 – Trustees Schiappa, Paveza, Franzese, Mayor Grasso

NAYS : 3 – Trustees Snyder, Mital, Mottl

ABSENT: 0 – None

There being four affirmative votes the motion carried.

THIS IS RESOLUTION NO. R-22-19

CONSIDERATION OF RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE PEER JURY PROGRAM BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF BURR RIDGE

Village Administrator Doug Pollock stated this is a new service being provided by the Police Department. Police Chief John Madden explained this is a new consortium and includes Hinsdale, Clarendon Hills, Oak Brook Willowbrook, Darien and Downers Grove. Burr Ridge was previously a member of the Peer Jury prior to the discontinuation by Downers Grove Township in 2017. Chief Madden explained Peer Jury is a very effective diversion program. High School students who participate as jurors are trained and sign confidentiality statements. The program functions for minor offenses or minor misdemeanors for first time juvenile offenders. If the parents, officers and juveniles agree, a contract is signed by parents and juvenile and they are forwarded to the Peer Jury process. Chief Madden stated he believes what makes this effective is the juveniles stand before a jury of their peers and are held accountable. There has been great success with this program over the years keeping juveniles out of the system. There is a cost involved to the Village of approximately \$200 per juvenile.

Mayor Grasso requested clarification as to parental involvement in Peer Jury. Chief Madden confirmed the parents have to be in agreement.

Trustee Paveza expressed support for the program.

Trustee Franzese stated this program is effective in giving a second chance to kids who have made a mistake.

Mayor Grasso asked for public comments on this matter.

Resident Yvonne Mayor stated her children were Peer Jurors and it is a worthwhile program.

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Motion was made by Trustee Schiappa and seconded by Trustee Mital to Adopt the Resolution approving an Intergovernmental Agreement Regarding the Peer Jury Program between the Village of Downers Grove and the Village of Burr Ridge.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

THIS IS RESOLUTION NO. R-23-19

UPDATE REGARDING STERIGENICS IN WILLOWBROOK, IL Village Administrator Doug Pollock reported the litigation filed by the DuPage State's Attorney and the Illinois Attorney General is pending before the 18th Judicial Circuit Court in Wheaton. The next scheduled hearing date is July 18, 2019. Governor Pritzker signed the new state legislation regarding Ethylene Oxide, establishing the strictest State regulations in the United States.

Mr. Pollock stated on June 24, 2019 Sterigenics filed an application with the Illinois EPA seeking a permit to reopen one of the two buildings in Willowbrook with plans to upgrade the facility to comply with the new legislation. Village Staff has met with the EPA, the Attorney General and the State's Attorney regarding the application. There is a 90-day review period for the EPA and during that time there will be a public meeting. Prior to the public meeting, the EQC will meet to review the application and present recommendations to the Village Board.

Mr. Pollock further stated that in response to the application, sponsors of the legislation, Representatives Jim Durkin and Deanne Mazzochi and Senator John Curran issued a Press Release stating "Sterigenics poor past performance should guarantee no future permit. We do not see how Sterigenics can comply with the new law's strict requirements to ever open its Willowbrook doors again." This Press Release is published on the Village's website as well as Mayor Grasso's statement of agreement and appreciation to the sponsors of that legislation.

Mayor Grasso provided information for the hearing which will be held at 9:30, Thursday, July 18, 2019 in Wheaton, Courtroom 2007 before Judge Fullerton. He encouraged attendance at the hearing.

Trustee Franzese requested the hearing information be posted to the website. He also stated the US EPA new regulations on Ethylene Oxide emissions were originally expected in December, then in July. He questioned if they are still expected in July. Mr. Pollock confirmed that they were.

CONSIDERATION OF PLAN COMMISSION RECOMMENDATION TO DENY SPECIAL USE REQUEST TO PERMIT A WIRELESS SERVICE FACILITY (Z-04-2019; 10S110 MADISON STREET – TRI STATE FIRE PROTECTION DISTRICT) Attorney Jim Wargo, representing the petitioner, Tri State Fire Protection District, was present to answer any questions

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about the request to construct a communications tower at the Station on Madison Street. The Plan Commission recommended 4-3 to deny the request. Chief Sam Molinaro, Deputy Chief Pat Bren, consultants John Sullivan and Jay Panozzo were also present.

Trustee Paveza questioned why they are requesting the tower in Burr Ridge, rather than one of the other stations. Mr. Wargo stated Tri-State has four stations. Willow Springs already has a tower. They have approval from DuPage County for the station in unincorporated DuPage County and they have a Special Use Variation from Darien. Trustee Paveza confirmed with Mr. Wargo that all the stations will have these towers.

Mayor Grasso explained the Plan Commission voted to deny the special use request principally due to “diminished property values and the impact on the properties in Burr Ridge”. Plan Commissioner Stratis acknowledged that was the reason for the recommendation to deny the request. Village Attorney Durkin confirmed this is a valid basis to deny the request. He also stated a majority vote of the Board is necessary to overturn the Plan Commission recommendation.

Trustee Mottl asked the petitioner when the other tower was approved by the County Board. Mr. Wargo responded it was approved in June. Trustee Mottl asked if the tower has already been built in Willow Springs. Mr. Wargo said Willow Springs already had a tower adjacent to the fire station. Trustee Mottl questioned if there are alternatives to the tower in Burr Ridge. Chief Molinaro responded fiber optics is another alternative, however it is expensive and an option that the Fire Department does not control. Trustee Mottl asked if the taxpayers would absorb the cost. Chief Molinaro stated they are tax capped so there would need to be cuts. He further stated this option would not be considered if there was any health risk to residents or firefighters and asked for the Board’s support. This tower is necessary to support the state of the art programs.

Motion was made by Trustee Schiappa and seconded by Trustee Paveza to direct Staff to prepare the Ordinance to deny the Special Use request to Permit a Wireless Service Facility at 10S110 Madison Street – Tri-State Fire Protection District.

Trustee Mottl questioned if the petitioner would have an opportunity to amend their request if this is denied. Attorney Durkin answered per Village Ordinance they cannot re-file a petition for a Special Use for a year. They do have the right to go to court with respect to this petition. The Board could send it back to the Plan Commission. The Board is not making a final vote tonight so if the petitioner wants to amend their application they should inform the Board so the request can be remanded to the Plan Commission.

Mr. Wargo stated they have worked with Staff and followed their dictates. They do not have any more modifications to the petition.

Trustee Schiappa stated all the utilities in that area are underground and he believes the tower would diminish the property values. He suggested exploring other options such as a tower on top of the water

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tower located not far from Tri-State. He expressed appreciation for the Fire Department but asked for some other resolution.

Mayor Grasso asked if there were any public comments. There were residents in the audience but they did not address the Board.

Attorney Durkin clarified that this would require written statement and findings which will be brought back to the Board. Mr. Pollock added that the findings will be included in the Ordinance.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

CONSIDERATION OF AMENDMENTS TO CHAPTER 2, SECTION 2.67 OF THE BURR RIDGE MUNICIPAL CODE PERTAINING TO RULES OF ORDER FOR VILLAGE BOARD MEETINGS Village Administrator Doug Pollock explained the Municipal Code provides guidelines for the order of items on the Village Board’s Agenda. He has consulted with Mayor Grasso to refine that. There have been confusion and inconsistencies over the years, particularly when residents or non-residents can speak. The goal was to add efficiency to the meeting while maintaining and improving transparency and the public’s ability to speak at Village Board Meetings. One change that was made was to add the paragraph:

Prior to voting on each agenda item, the Mayor will invite public comment on that item. The Mayor also will invite any person in attendance to address the Board on any other item of concern under Section 9 Public Comments. Each speaker addressing the Board of Trustees is asked to limit her or his comment to five minutes.

This is intended to make clear that residents will be permitted to speak on an agenda item at the time it is being considered by the Board of Trustees.

Resident and Non-Resident Comments on non-agenda items were consolidated to Public Comments and moved to the end of the agenda thus allowing the Board to finish business on the Agenda before allowing comments on issues that are not on the Agenda.

Presentations and Public Hearings were added at the beginning of the Agenda.

There was redundancy at the end of the agenda with sections “Other Considerations for Announcement, Deliberation and/or Discussion” and “Reports and Communications from Village Officials”. Therefore, they were combined under one heading

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Mayor Grasso explained under the Consent Agenda announcement he added the phrase “Any item removed from the Consent Agenda will be discussed by the Board, opened for public comment, and voted upon during this meeting” to clarify what would happen if an item was removed from the Consent Agenda

Motion was made by Trustee Mottl and seconded by Trustee Snyder to direct Staff to prepare an Ordinance to Amend Chapter 2, Section 2.67 of the Municipal Code.

Trustees Franzese and Mottl expressed support for these changes clarifying when a person can speak.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

CONSIDERATION OF STAFF RECOMMENDATION TO DIRECT THE PLAN COMMISSION TO CONSIDER AMENDMENTS TO THE ZONING ORDINANCE REGARDING SHORT TERM RENTALS, HOME OCCUPATIONS, AND SIMILAR LAND USE REGULATIONS Village Administrator Doug Pollock asked Assistant Village Administrator Evan Walter to give an overview asking the Board to give direction to the Plan Commission to begin the process of reviewing certain Zoning Regulations. Mr. Walter explained Short Term Rentals, Home Occupations are not clearly regulated by the Village Zoning Ordinance. Staff has received complaints regarding Airbnb and car rental services. This causes conflict with the Zoning Ordinance as to when a home is used as a single family residence or as home occupation. The same is true of a personal vehicle that may sometimes be driven by someone else for a fee. There is no clarity for code enforcement.

Trustee Franzese has had numerous discussions with staff as well as residents on this topic. There have been problems with Airbnb being rented out for parties or wedding receptions which impacts residents. A fleet of cars being rented out could be a burden on the residents. He stated regulations need to be firm.

Motion was made by Trustee Franzese and seconded by Trustee Mottl to direct the Plan Commission to consider Amendments to the Zoning Ordinance regarding Short Terms Rentals, Home Occupations, and similar Land Use Regulations.

Trustee Schiappa questioned how this can be policed. Mayor Grasso explained that is the purpose of exploring the issue.

Mr. Pollock explained existing codes prohibit short term rentals or commercial use of a residential property however the language does not reflect modern realities and needs to be updated.

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Trustee Mital questioned if a permit is required to use their home as a business and if they have to share the revenue. Mr. Pollock stated permits are not currently required for Home Occupations because they are very limited on what can be done, basically home computer use as an occupation. Anything beyond that will probably be a violation of Home Occupation regulations. This will be considered in the review process.

Attorney Durkin stated current Village Ordinance prohibits customers from coming to the home, getting a car, sleeping there.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 0 – None

There being six affirmative votes the motion carried.

PUBLIC COMMENTS There were none.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS Village Administrator Doug Pollock stated Staff has received a draft of the feasibility study from Sports Facility Advisors and is currently reviewing it internally as well as with the Consultant. The publication of the study is expected in the near future.

Mayor Grasso called attention to Hinsdale Magazine and an article about the former longest serving Mayor of Burr Ridge, Len Ruzak. Another article in the magazine was about resident Jim Peterik.

Mayor Grasso stated he would like to see landscaping improvements at the I-55 clover leaf.

Motion was made by Trustee Mottl and seconded by Trustee Mital that the Regular Meeting of July 8, 2019 be adjourned.

Motion carried by Voice Vote and the meeting was adjourned at 8:08 p.m.

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

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____, 2019.

PATHWAY COMMISSION

VILLAGE OF BURR RIDGE

MINUTES FOR REGULAR MEETING OF JULY 11, 2019

1. **CALL TO ORDER:** The meeting was called to order at 7:00 p.m.
2. **ROLL CALL:**
PRESENT: Chairperson Pat Liss, Commissioner Luisa Hoch, Commissioner Todd Davis, Commissioner Marilou McGirr
ABSENT: Commissioner Elaine Layden
ALSO PRESENT: Village Administrator Doug Pollock

3. **APPROVAL OF JANUARY 10, 2019 MINUTES**

A **MOTION** was made by Commissioner Davis and **SECONDED** by Commissioner Hoch to approve the January 10, 2019 minutes. The **MOTION** was **APPROVED** by a 4 - 0 voice vote of the Pathway Commission.

4. **REQUEST FROM RESIDENTS FOR SIDEWALK ON WEST SIDE OF COUNTY LINE ROAD FROM WOODGATE DRIVE TO 60TH STREET**

Mr. Pollock provided a brief history of sidewalk considerations north of Plainfield Road. He said that a sidewalk was once recommended by the Pathway Commission to be located on the east side of County Line Road from Woodgate Drive to 60th Street but was rejected by the Board due to costs. He said that the Pathway Commission and Board agreed that the east side was preferred due to costs and due to objections from Burr Ridge Club residents for west side sidewalk.

Chairperson Liss asked guests in the audience to introduce themselves. In attendance were Diane Schaar from 18 Woodgate Drive, Judy Floodstrand from 14 Woodgate Drive, and Edie Johnston from 21 Woodgate Drive.

Mrs. Johnston said that all but one resident on Woodgate Drive supports a sidewalk on the east side of County Line Road from Woodgate Drive to 60th Street. She said there are 14 children living on Woodgate Drive. She suggested a surcharge on speeding tickets on County Line Road to help pay for the sidewalk.

Mrs. Schaar said that there is a visibility issue at Woodgate Drive and asked if a crosswalk were possible. Mr. Pollock responded that the street is under the jurisdiction of Cook County, and they have rejected a crosswalk at this location.

Mrs. Johnston asked about a stop sign at Woodgate Drive. Mr. Pollock said he is confident that Cook County would not allow a stop sign at this location.

Mrs. Johnston said she understands that the Village does not have the resources for a sidewalk at this time but she asked that the Pathway Commission at least make this their first priority. Chairperson Liss said that they have a lot of other projects and would have to consider this project along with those other projects.

Mrs. Floodstrand asked how the residents could petition Cook County for a crosswalk. Mr. Pollock said he would provide contact information for the residents.

Chairperson Liss thanked the residents for attending the meeting and for providing their input on sidewalks in Burr Ridge.

4. UPDATE OF OTHER SIDEWALK PROJECTS

Mr. Pollock referenced the written updates regarding sidewalk projects.

Commissioner Hoch asked about the sidewalk on County Line Road north of 87th Street. Mr. Pollock said that sidewalk may be built by the owner of the adjacent property who is considering dividing the property into two lots.

At approximately 8 pm, Mayor Grasso arrived at the meeting.

5. DISCUSSION OF MAYOR GRASSO'S RECOMMENDATION TO CONSOLIDATE PATHWAY COMMISSION AND STREET POLICY COMMITTEE

Mayor Grasso was present to ask the Pathway Commission about their thoughts on merging the Pathway Commission with the Street Policy Committee. He said he will be the Chairman of the Street Policy Committee and would add members of the Pathway Commission as well as two Trustees. He said that because the sidewalks no longer have a reliable source of revenue, sidewalk funding must compete with streets for funding. Mayor Grasso said he believes it would benefit the promotion of sidewalks to be considered by the same committee that makes recommendations regarding street and capital funding.

After some questions and discussion, Mayor Grasso left the meeting at 8:35 pm to allow the Commission to discuss merger of the committees.

Commissioner Davis said that he believes it is a good idea to combine the committees. He said combining the committees would allow the pathway members to advocate for sidewalks with the Mayor and Trustees. Commissioner Hoch said she agreed.

Commissioner McGirr asked if it was legal to merge the two. Mr. Pollock said that developer donations would have to continue to be kept separate and used only for sidewalks but that otherwise, the Village is able to combine the committees. Mr. Pollock said that developer donations would continue to be separate from other funds in the budget and in all accounting records.

Chairperson Liss suggested that the Committee update its priorities for sidewalk projects before merging with the Street Policy Committee.

Commissioner Hoch said she thinks the merged committee should update the plan.

After further discussion, it was agreed that the Commission would update the Pathway Plan at its meeting in September, and after that they would lend their support to the Mayor's suggestion to merge with the Street Policy Committee.

7. BOARD REPORT

There was no discussion regarding the Board Report.

8. OLD/NEW BUSINESS

There was no old or new business.

9. ADJOURNMENT

A **MOTION** was made by Commissioner Davis and **SECONDED** by Commissioner Hoch to **ADJOURN** this meeting. **ALL MEMBERS VOTING AYE**, the meeting was adjourned at 8:52 p.m.

Respectfully Submitted:

J. Douglas Pollock, AICP

ORDINANCE NO.

**AN ORDINANCE AMENDING ARTICLE II OF THE BURR RIDGE BUILDING
ORDINANCE TO ADOPT AN EXPEDITED RESIDENTIAL AND COMMERCIAL
PERMIT AND EXPEDITED FEE SCHEDULE**

WHEREAS, the Village of Burr Ridge has previously adopted a Building Ordinance regulating building construction in the Village; and

WHEREAS, it is necessary to review and update said Building Ordinance from time to time so that the service levels and fee structures ensure that all construction is completed in a reasonable amount of time.

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

Section 1: That Article II of the Burr Ridge Building Ordinance is hereby replaced in its entirety by the attached **Exhibit A.**

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

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

PASSED this 22nd day of July, 2019, by the Corporate

Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Burr Ridge on the 22nd day of July, 2019.

Mayor

ATTEST:

Village Clerk



BURR RIDGE BUILDING ORDINANCE

ARTICLE II ADMINISTRATION AND SUPERVISION

201. **Building Commissioner**

There is hereby created and established the Office of Building Commissioner. The official shall be appointed by the President by and with the advice and consent of the Board of Trustees in the same manner and for the same term as other Village Officials are appointed. The official shall receive such compensation as the President and Board of Trustees shall from time to time approve. The official may be removed from office at any time either (a) by the President with the consent of the Board of Trustees, or (b) by the affirmative vote of two-thirds of the Board of Trustees in favor of such removal.

202. **Duties of Building Commissioner**

The duties of the Building Commissioner shall be:

- a) to have general charge and supervision of the erection, construction, alteration, repair, removal, and inspection of all buildings, walls, structures, or portions thereof, and accessories thereto within the Village and to enforce all ordinances relating thereto.
- b) The Building Commissioner shall examine and approve/disapprove all plans for building permit purposes. The official shall have charge of building inspections on all buildings, structures, or portions thereof in connection with work that has been authorized by a permit.
- c) The Building Commissioner shall perform such further duties, as the Building Ordinance requires.

203. **Deputy Building Commissioners**

The Building Commissioner may appoint one or more Deputy Building Commissioners with the consent and approval of the President. They shall hold office for such periods as may be designated in their appointment but not to exceed the term of the Building Commissioner. They shall receive such compensation as may be approved by the President by and with the consent of the Board of Trustees. They shall assist the Building Commissioner in the performance of the official's duties.

204. **Short Title for Building Commissioner and Deputy Building Commissioners** The title or phrase "Building Officers" when used in the Building Ordinances shall mean and include the Building Commissioner and the Deputy Building Commissioners as fully and effectively as if each and all of said officers were specifically designated and named in lieu of the title or phrase.

205. **Building Officers May Enter Premises**

Building Officers are hereby empowered to lawfully enter upon any premises or into any building or structure or portion thereof (upon showing their badge of office or other identification) when necessary to do so in the performance of any duty imposed upon them by the Building Ordinance. It is hereby made unlawful for any person or persons to hinder or prevent or to attempt to hinder or prevent Building Officers from so doing. Any person or persons hindering or attempting to hinder, resisting or attempting to

resist any Building Officer in the performance of duty shall be charged with resisting an Officer. The person or persons convicted of such offense shall be subject to the general penalty provided for violations of the Building Ordinance.

206. **Personal Liability of Building Officers**

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

219. **Public Improvement Required Prior to Permit**

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

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

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

220. **Building Permit Required**

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

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

221. **Permit Waived for Ordinary Repairs**

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

222. **Duration of Building Permits**

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

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

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- 222.3 Any building permit issued hereunder shall expire automatically upon cessation of work for more than two months. A cessation of work shall be deemed to have occurred in any case where for any such period no substantial progress has been made in the work for which a permit has been issued and all fees paid shall be forfeited to the Village.
- 222.4 A building project shall be considered abandoned if no significant progress has been made for a period of six (6) months or more. A building, structure, or part thereof so abandoned shall be declared a public nuisance by the Building Commissioner and the Board of Trustees and shall be dealt with accordingly.
- 222.5 Substantial progress for purposes of this ordinance shall be defined as the amount of work a journey tradesperson can perform in one week.
- 222.6 A building permit for a single-family residence, single-family residential room addition, or a building or structure accessory to a single-family residence shall expire automatically if all exterior work is not completed within one year from the date of the first scheduled footing inspection as per Section 269.2 herein or within one year from the issuance of a permit if there is no footing inspection. A stop-work order shall be issued for all interior work if the exterior work is not completed within two years from the date of the first scheduled footing inspection as per Section 269.2 herein or within two years from the issuance of a permit if there is no footing inspection. Completion of exterior work shall include, Exterior work shall include, but not be limited to the following:
- 222.6.1 Completion of the exterior façade, including but not limited to doors, windows, and siding, the roof of the building, paving of driveway(s), final grading, and required landscaping; (Amended by Ord. A-250-01-17)
- 222.6.2 Removal from the exterior of the property of all construction fencing and unneeded appurtenances including building materials, construction trailers and equipment, and construction fencing. Dumpsters and portable sanitation facilities may remain on the site as may be needed but shall be moved to a hardsurfaced area or inside a garage whenever possible. (Added by Ord. A-860-1-02)
- 222.7 A building permit that has or will expire as per Section 222.6 above, may be extended as follows:

- 222.7.1 Completion of landscaping and driveways may be extended without further action when the deadline for completion falls between October 16 and March 31 as per Section 272.8 herein.
- 222.7.2 The Building Commissioner may grant an unlimited number of 90-day extensions upon written request by the permit applicant and payment of an extension fee as per Section 222.7.3 below. Permits that must remain valid beyond one year from the footing inspection or from the issuance date to complete work must be renewed via 90-day extensions.
- 222.7.3 For each extension granted as per Section 222.7.2 above, an extension fee shall be paid as follows:

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

(Amended by Ord. A-250-01-17)

224. **Issuance of Permits**

Permits authorized to be issued and required to be obtained under the Building Ordinance shall be issued by the Building Commissioner when the application therefore and the plans submitted therewith shall have been approved by the Building Commissioner and all fees have been paid.

225. **Application for Permits**

When any person, firm, or corporation shall be desirous of constructing, erecting, enlarging, remodeling, altering, repairing, raising, lowering, underpinning, moving, changing the use as defined by the building code, or wrecking any building structure, or portion thereof, the Village shall make a written application therefore upon the blank forms furnished for such purpose. This application shall be filed with the Building Commissioner and shall set forth the following:

- 225.1 The name, telephone number, fax number, and address of the applicant.
- 225.2 The name, telephone number, fax number, and address of the architect, structural engineer, or other licensed design professional permitted by the laws of the State to make plans who has prepared the plans and specifications accompanying the application.
- 225.3 The name, telephone number, fax number, and address of the owner of the real estate upon which the proposed work is to be performed.
- 225.4 The name, telephone number, fax number, and addresses of the general contractor.
- 225.5 The location of the proposed work, that is, the street address assigned by the Village, the subdivision, lot number, and township of the subject property.
- 225.6 The type of work the applicant is seeking permission for.
- 225.7 The permanent index number of the real estate upon which the proposed work is to be performed.
- 225.8 The application shall be accompanied by duplicate plans, specifications, and plats as specified in Section 240, drawn to scale, of the lot or lots composing the site, showing the exact location of the proposed building and any buildings and also septic systems and wells already located on the lot or lots involved. The application shall also be accompanied by plans and specifications signed and sealed in the manner hereinafter required by Section 242 of this Ordinance, and by an exact legal description of the property involved.
- 225.9 An agreement signed by the owner, his duly authorized agent, architect, or structural engineer that he will, if granted the permit applied for, construct the work in accordance with the description set forth in the applications and plans and specifications accompanying such applications; and that the general and detailed work connected with such construction, erection, enlargement, remodeling, altering, repairing, raising, lowering, underpinning, moving, changing of use as defined by the building code, or wrecking or any such

building structure or portion thereof, as the case may be, shall be done in strict compliance with the ordinance of the Village and the provisions of the permit.

225.10 The purpose of this regulation is to protect existing property, to enhance the general appearance of the community, to protect the individual from making construction errors, and to aid in general drainage of all properties in the area.

225.10.1 Grade Line.

The grade line noted on the architectural elevation drawings shall be a line where the ground line intersects the foundation.

225.10.2 Approval by Village Engineer.

The grade line is at a point, which is established by the Village Engineer in accordance with the approved master grading plan.

225.11 Whenever an application for a permit is made to the Building Commissioner for property served by the Hinsdale Sanitary District, such application shall be accompanied by a receipt issued by the Hinsdale Sanitary District showing that all payments required by the Hinsdale Sanitary District for connection of said property to the sanitary sewers of the Hinsdale Sanitary District have been paid in full.

225.12 Whenever an application is made to the Village Clerk for property in the Du Page portion of the Village, such application shall be accompanied by proof of compliance with the applicable provisions set forth in Chapter 8 of the Burr Ridge Municipal Code.

226. **Landscaping Plans**

For any building to be constructed in a Business District, Transitional District, Office District, or Manufacturing District, the application for permit shall be accompanied by duplicate sets of detailed landscaping plans to indicate conformance with the requirements of any approved site plan and the requirements of the Burr Ridge Zoning Ordinance, as amended, pertaining to the landscaping of all required yards or other required open spaces and to buffer landscaping. Landscaping plans shall indicate location, number, size, and species of all proposed landscaping materials. The Village Forester must approve landscaping plans.

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

240. **Plans and Specifications to be Filed in Duplicate**

The number of drawings to be submitted for residential shall be four (4) sets, maximum size of 24" x 36". The number of drawings to be submitted for industrial, commercial,

and multi-family shall be five (5) sets, maximum size of 30" x 48". Each set of drawings shall consist of a site plan showing dimensions to all property lines, foundation and footing plan, basement or cellar plan, the plans of all floors and roofs, transverse and longitudinal sections necessary to show all details to verify building, zoning, and floor area ratio requirements, elevations, and the necessary framing plans to show the complete framing of the building or structure. Such other plans shall be filed as may be required in the opinion of the Building Commissioner to illustrate the features of construction and equipment of the building structure referred to.

241. **Plans and Specifications – Essential Requirements**

All plans and drawings shall be drawn to a legible scale. All distances and dimensions shall be accurately figured and drawings made explicit and complete showing the front and side lot lines and the entire sewage and drain pipes and the location of all plumbing fixtures within such building. The dimensions of the structural members shall be given on the drawings whether shown in the specifications or not. The specifications shall describe all the materials to be used in the proposed building. The Building Commissioner shall approve each set of plans presented before a permit will be granted.

242. **Architect, Structural Engineer, or Licensed Design Professional Must Certify that Plans and Specifications Comply with the Building Ordinance By Signing and Sealing**

It shall be unlawful for any architect, structural engineer, or any other licensed design professional to prepare or submit to the Building Commissioner for his approval any final plans for any building or structure which do not comply with all of the provisions of this Building Ordinance and all other applicable laws and ordinances specifically including but not limited to the Burr Ridge Zoning Ordinance. Any plans submitted under this Ordinance shall bear the signature and seal of the architect, structural engineer, or other licensed design professional who prepared the plans and specifications. A seal will not be required where the Building Commissioner determines the work to be non-structural or minor in nature.

Every licensed architect or structural engineer shall have a reproducible seal, or facsimile, the print of which shall contain the name of the architect or structural engineer, the license number, and the words "Licensed Architect," or "Structural Engineer," "State of Illinois." The licensed architect or structural engineer shall affix the signature, current date, date of license expiration, and seal to the first sheet of any bound set or loose sheets of technical submissions utilized as contract documents between the parties to the contract or prepared for the review and approval of any governmental or public authority having jurisdiction by that licensed architect or structural engineer or under that licensed architect's or structural engineer's responsible control. The sheet of technical submissions in which the seal is affixed shall indicate those documents or parts thereof for which the seal shall apply. The seal and dates may be electronically affixed. The signature must be in the original

handwriting of the licensee. Signatures generated by computer shall not be permitted. All technical submissions issued by any corporation, partnership, professional service corporation, or professional design firm as registered under this Act shall contain the corporate or assumed business name and design firm registration number, in addition to any other seal requirements as set forth by the Illinois Department of Professional Regulation.

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

243. **Alterations Upon Stamped Plans Not Permitted**

It shall be unlawful to erase, alter, or modify any lines, figures, or coloring contained upon such drawings so stamped by the Building Commissioner or filed with him for reference. If, during the progress of the work authorized, it is desired to deviate in any manner affecting the construction or other essentials of the building from the terms of the application or drawings, notice of such intention to later on deviate shall be given to the Building Commissioner, and written consent of the Building Commissioner shall first be obtained before such alteration or deviation may be made.

244. **Permit, Plans, and Specifications Must be Kept on the Job**

The permit issued for any work to which the Building Ordinance is applicable, together with a set of the approved plans and specifications, if any, must be kept on the job while the work is in progress, and must be shown for inspection on request of any Building Officers. Inability or refusal to comply with the provisions of this section shall constitute sufficient cause for stopping either all or such portion of the work as may be involved in the violation.

245. **Plans and Specifications to Remain on File**

One or more copies, as may be required by the Building Commissioner, of the plans and specifications as finally stamped and approved shall be left on file in the office of said Commissioner. Complete plans and specifications of buildings of a public character for which permits are granted shall remain on file permanently in said Commissioner's office. It shall not be obligatory upon said Commissioner to retain plans and specifications for buildings or structures except those of a public character for more than six months after the completion or occupation of any such building or structure.

246. **Code of Conduct and Permit Sign**

All job sites on which exterior construction work is being conducted, such as new residential or non-residential buildings or building additions, shall maintain a Code of Conduct and Permit sign to be provided by the Building Officer and in a location designated by the Building Officer. Said sign shall comply with the following:

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- 246.1 Visibility of the sign shall be maintained at all times. At no time shall materials, dumpsters, equipment, vehicles, or other appurtenances be placed so as to block the view of the sign from the public way.
- 246.2 If the sign becomes lost or damaged at any time, the permit applicant shall immediately contact the Building Officer and request a replacement sign. The original fee for the sign shall be kept by the Village, and a new sign fee paid by the permit applicant.

248. Review Timelines

Permit applications shall be reviewed in the order in which a full and complete application is received by the Building Commissioner. Upon request from an applicant and at the discretion of the Building Commissioner, review of a permit application may be expedited. Completion of an expedited plan review shall be as agreed upon by the applicant and the Building Commissioner and shall be subject to additional fees as outlined in Tables 250.1, 250.3, and 250.4.

250. Fees for Building Permits

All work subject to a building permit as defined in Section 220 herein shall be subject to building permit fees. Applications for building permits shall be accompanied by an application fee as described herein. There shall be no application fee required for permits unless said fee is specifically listed below. The Building Commissioner shall not issue a building permit until such time that all required building permit fees have been paid in full. (All of Section 250 amended by Ordinance A-1124-01-17)

250.1 Application Fee for New Construction, Additions, and Alterations

The following application fee, which will be credited to the final building permit fee, but which will in all cases be the minimum fee, shall be paid at the time plans for the following types of construction are submitted for review:

250.1.1	New single-family residence	\$1,000
250.1.2	Single-family residential addition	\$600
<u>250.1.3</u>	Single family residential alteration	\$200
<u>250.1.4</u>	<u>Expedited single-family residence (any of 250.1.1-3)</u>	<u>\$1,500</u>
250.1.5	New non-single-family residential building	\$2,000
250.1.6	New non-single-family residential building addition	\$1,000
250.1.7	New non-single-family residential building alteration	\$650
<u>250.1.8</u>	<u>Expedited non-single family residential building (any of 250.1.5-7)</u>	<u>\$2,500</u>
250.1.9	If for whatever reason a permit is not issued, a permit applicant shall be responsible for any plan review costs incurred by the Village beyond the amount of the application fee.	

(Ordinance A-1002-02-07)

250.2 Landscaping Plan Review Fee

250.2.1 Non-Single-Family Residential

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

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

(Ord. A-1002-01-06)

250.2.2 Single-Family Residential

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

250.2.2.1	Partially Wooded Lot	\$335
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250.2.2.1	Heavily Wooded Lot	\$600
250.2.2.3	The Building Commissioner shall determine whether a lot is partially wooded or heavily wooded.	

(Amended by Ordinance A-1002-01-06)

250.3 **Single-Family Residential Building Permit Fees**

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

250.4 **Non-Single-Family Residential Building Permit Fees**

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

250.4.1 **Non-Single-Family Residential Plan Review Fee**

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

250.4.2 **Non-Single-Family Residential Inspection Fee**

The inspection fee for a new non-single-family residential building, building addition, or building alteration shall be paid prior to issuance of the permit.

Table 250.3

250.3a Permits for New Single-Family Residences										
Not Exceeding		2,000		sq. ft.	=	\$1.73		per square foot		
From	2,001	to	3,000	sq. ft.	=	\$3,458		plus	\$1.46	each sq. ft. over 2,000
From	3,001	to	4,000	sq. ft.	=	\$4,921		plus	\$.1.33	each sq. ft. over 3,000
From	4,001	to	6,000	sq. ft.	=	\$6,251		plus	\$1.20	each sq. ft. over 4,000
From	6,001	to	8,000	sq. ft.	=	\$8,645		plus	\$1.06	each sq. ft. over 6,000
From	8,001	square feet plus			=	\$ 10,773		plus	\$0.93	each sq. ft. over 8,000
250.3b Permits for Single-Family Residential Additions and Alterations										
Not Exceeding		500		sq. ft.	=	\$1.73		per square foot		
From	501	to	750	sq. ft.	=	\$865		plus	\$1.60	each sq. ft. over 500
From	751	to	1,000	sq. ft.	=	\$1,264		plus	\$1.46	each sq. ft. over 750
From	1,001	to	2,000	sq. ft.	=	\$1,629		plus	\$1.20	each sq. ft. over 1,000
From	2,001	to	3,000	sq. ft.	=	\$2,826		plus	\$1.06	each sq. ft. over 2,000
From	3,001	square feet plus			=	\$3,890		plus	\$0.93	each sq. ft. over 3,000
<i><u>Residential permits may be expedited. Expedited permit fees shall be equal to 150% of the standard permit review cost.</u></i>										

Table 250.4.1 Plan Review Fee for Non-Residential Permits					
Cubic Feet	Building	Plumbing	Mechanical	Electrical	Energy
1 to 60,000	\$ 718	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
60,001 to 80,000	\$883	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
80,001 to 100,000	\$ 1,130	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
100,001 to 150,000	\$ 1,291	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
150,001 to 200,000	\$ 1,468	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
200,001 plus	\$ 1,725 + \$16 for each 10,000 cubic feet over 200,000	Building Plan Review x 0.25	Building Plan Review x 0.25	Building Plan Review x 0.5	Building Plan Review x 0.5
<i><u>Non-residential permits may be expedited. Expedited permit fees shall be equal to 250% of the standard permit review cost.</u></i>					
<i>Plan review fees are cumulative. For example, the plan review fee for an 80,001 cubic foot building with plumbing, mechanical and electrical is \$2,826 as follows:</i>					
<i>80,001 Cubic Feet</i>	<i>\$1,130</i>	<i>\$283</i>	<i>\$283</i>	<i>\$565</i>	<i>\$565</i>
<i><u>In the previous example, the standard plan review as shown above shall cost \$7,065 if expedited.</u></i>					

Table 250.4.2 Inspection Fees for Non-Residential Permits				
Building	Plumbing	Mechanical	Electrical	Energy
\$0.29 per sq. ft.	\$0.09 per sq. ft.	\$0.09 per sq. ft.	\$0.09 per sq. ft.	\$0.09 per sq. ft.
\$8,700	\$2,700	\$2,700	\$2,700	\$2,700
<i>Inspection fees are cumulative. For example, the inspection fee for a 30,000 sq. ft. building with plumbing, mechanical, and electrical is \$19,500 as follows:</i>				
<i>\$8,700</i>	<i>\$2,700</i>	<i>\$2,700</i>	<i>\$2,700</i>	<i>\$2,700</i>

250.4.3

Non-Single-Family Residential Permit Fee

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

250.5 **Engineering Permit Fees**

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

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

250.6 **Building Permit Fees for Other Permits**

No building permit for the construction of any building, structure, or for the performance of any work described in Section 220 herein shall be issued until a building permit fee is paid in accordance with the following fee schedule.

Single Family Residential Permits		
250.6.1	Single-Family Residential Building Demolition	\$50
250.6.2	Single-Family Residential Electrical Service Upgrade	\$50
250.6.3	Single-Family Residential Electrical Work	\$50

250.6.4	Single-Family Residential Plumbing Work	\$50
250.6.5	Single-Family Residential Mechanical Work	\$50
250.6.6	Single-Family Residential Detached Accessory Building ≤ 500 square feet in floor area	\$50 + fees for electrical, plumbing, & mechanical
250.6.6a	Single Family Residential Accessory Building ≥ 501 square feet in floor area	Same as Table 250.3b
250.6.7	Single-Family Residential Decks and Patios	\$50
250.6.8	Single-Family Residential Fences and Gates	\$50
250.6.8a	Single Family Residential Stand By Generator	\$50
250.6.8b	Single Family Residential Outdoor Kitchen	\$50
250.6.8a	Miscellaneous Single-Family Permits not specified above.	\$50 + fees for electrical, plumbing, & mechanical
250.6.9	Single-Family Residential Elevator or Escalator Installation	\$200
250.6.10	Single-Family Residential Pools	\$200 + fees for electrical, plumbing, & mechanical
250.6.10a	Single Family Residential Hot Tubs and Spas	\$50
Non-Single-Family Residential Permits		
250.6.11	Non-Single-Family Residential Electrical Service Upgrade	\$250
250.6.12	Non-Single-Family Residential Electrical Work	\$250
250.6.13	Non-Single-Family Residential Plumbing Work	\$250
250.6.14	Non-Single-Family Residential Mechanical Work	\$250
250.6.15	Non-Single-Family Residential Elevator or Escalator Installation (Ord. A-1002-01-06)	\$400
250.6.15a	Non-Single-Family Residential Elevator or Escalator Maintenance	\$150
250.6.16	Non-Single-Family Residential Storage Tank Installation	\$250

250.6.17	Non-Single-Family Residential Building Demolition	\$250
250.6.18	Non-Single-Family Residential Parking Lot, New or Expansion	\$250
250.6.19	Based on established fees for comparable work, the Building Commissioner shall determine the appropriate permit fee for any work to be permitted which is not specifically listed herein. Under any circumstance, the minimum fee for single-family residential permits shall be \$50, and for non-single-family residential permits the minimum fee shall be \$250.	
250.6.20	The fees set forth above are not charged when such work is in connection with construction of a new building, building addition, or building alteration.	

250.7 Other Fees

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

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

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

251. When a Permit is Valid

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

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

260.1 It shall be unlawful for any owner, agent, or architect or for any contractor or builder engaged in constructing, erecting, enlarging, remodeling, altering,

repairing, raising, lowering underpinning, moving, or wrecking of any building, structure, or portion thereof, to make any departure from the plans as approved by the Building Commissioner without first obtaining the written consent of the Building Commissioner for any such change.

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

- 260.2 In any case where work is done under a permit authorizing the erection, alteration, or repair of a building or structure, which work is contrary to the approved plans, or any law or ordinance, the Building Officer shall have power to at once stop such work and to order all persons engaged therein to stop and desist therefrom. Such work shall not be resumed until satisfactory assurance has been given to the Building Commissioner that it will be done properly and lawfully and according to the approved plans or until said Building Commissioner has consented, in writing, to the changes made in such approved plans. The Building Commissioner may request that a new permit must be issued before work proceeds. The usual fee for the permit shall be paid by the contractor doing such work.
- 260.3 No contractor or builder shall begin any work on any building or structure for which a permit is required until such permit shall have been issued. In case any work is begun on the erection, alteration, repair, or removal of any building or structure without a permit authorizing the same being issued therefore, the Building Commissioner or his deputy shall have power to at once stop such work and to order any and all persons engaged therein to stop and desist therefrom until the proper permit is issued.
261. **Revocation of Permit**
If the work in, upon, or about any building or structure shall be conducted in violation of any law or ordinance, it shall be the duty of the Building Commissioner to revoke the permit for the building or wrecking operations in connection with which such violation shall have taken place. It shall be unlawful, after the revocation of such permit, to proceed with such building or wrecking operations unless such permit shall first have been reinstated or reissued by the Building Commissioner. Before a permit so revoked may be lawfully reissued, the entire building and building site shall first be put into condition corresponding with the requirements of all laws and ordinances, and any work or material applied to the same in violation of any of the provisions of any law or ordinance shall first be removed from such building and for such permit as reissued the fee required shall be paid.

269. **Inspection**

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

Single-Family Residential Inspections:

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

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- 269.9 Rough Framing - An inspection is required before any insulation and vapor barrier are installed and after the rough framing, rough plumbing, and rough electrical work are completed.
- 269.10 Fireplace Inspections – An inspection is required for all masonry and pre-fab fireplaces. This inspection shall be scheduled at the same time as the rough framing inspection.
- 269.11 Rough Plumbing - An inspection is required before any insulation and vapor barrier are installed and after the rough plumbing work is complete.
- 269.12 Rough Electric - An inspection is required before any insulation is installed and after the rough electrical work is complete.
- 269.13 Insulation - An inspection is required before any interior wall finish is applied and after the insulation is installed.
- 269.14 Septic System - If a private sanitary sewer system has been approved by the Village of Burr Ridge Board of Trustees as required by the Zoning Ordinance, an inspection is required before any backfilling and after the septic tank and seepage system has been installed.
- 269.15 Final - Final inspection is required before issuance of a Building Certificate of Occupancy for a structure. A final inspection must be scheduled a minimum of two days before the certificate of occupancy will be issued. The final inspection shall ensure that the building and site comply with all Village codes and regulations including but not limited to the building codes, Zoning Ordinance, and engineering requirements. The final inspection shall include inspections for the following: building, mechanical, electrical, plumbing, site engineering, landscaping, forestry, and fire protection. The local fire protection district shall approve all fire protection systems after inspection by the respective district or by its authorized inspection agency.
- 269.16 Other – Demolition and swimming pool – Refer to Sections 306 and 315.
- 269.17 Bond Release - An inspection is required prior to the release of any outstanding bonds to ensure compliance with all required local codes, ordinances, and standards including landscaping improvement.
- 269.18 All Inspections Other Than Single-Family – All new construction other than single-family residences shall be inspected to verify compliance with all building codes, fire codes, Zoning Ordinance, mechanical codes, electrical codes, plumbing codes, engineering codes, and all mandated States codes.

269.19 General Inspection Requirements

- 269.19.1 All re-inspections required, as a result of builder error, shall be performed at an additional prepaid fee per inspection per Section 250.
- 269.19.2 Proper and safe ladders for access to basements and attic are the responsibility of the contractors. There will be no inspections performed if adequate ladders are not provided.
- 269.19.3 All materials required for testing are the responsibility of the contractor.

270. Foundation Location and Elevation Spot Survey

Immediately after the foundation has been poured and prior to scheduling a backfill inspection, the owner or contractor shall submit to the Building Commissioner three (3) copies of an on-site (spot survey) location of the structure showing the top of foundation elevations in USGS Datum, prepared by a registered land surveyor. Construction shall not proceed until the Building Commissioner and Village Engineer have approved the spot survey.

271. Engineering Fees

Changes to grading, drainage, top of foundation elevation, etc., approved by the Village, that would require engineering services, shall be approved by the Village Engineer. Costs for such services shall be paid by Permittee at the fees in effect.

272. Certificate of Occupancy - Single Family Residential

The request for a "Certificate of Occupancy" shall be made at least two (2) business days before occupancy is requested. This will allow for time for a final inspection and to process all paperwork. Minimum requirements for occupancy shall be as follows:

Connection to public water and sewer complete or, in the alternative, well and septic systems complete. In the case of connection to the Village of Burr Ridge public water supply, connection shall not be considered complete until both the water meter and remote meter are installed and connected in accordance with the requirements of Section 311 of this Ordinance and Section 58.13 of Chapter 58 (Water Works System) of the Burr Ridge Municipal Code.

271.2 All plumbing shown on the approved plans unless otherwise approved by the Building Official. All fixtures added or installed after this inspection will require a separate permit.

271.3 Electrical wiring shall be completed in compliance with applicable codes.

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- 271.4 Heating system shall be completed in compliance with applicable codes.
- 271.5 Basement floor, draintile, and sump pump (if used) shall be installed in compliance with applicable codes.
- 272.6 Any concrete floors in the habitable area of the house must be poured.
- 272.7 Completion of any applicable water main extensions and other land improvements as required under Section 220 hereof, Chapter 58 of the General Municipal Code of the Village of Burr Ridge of 1974, and/or the Subdivision Ordinance of this Village.
- 272.8 Further, no Certificate of Occupancy shall be issued until final grading, all required landscaping, and driveway hardsurfacing have been installed. However, if weather or other conditions do not permit the completion of final grading, required landscaping, or driveway hardsurfacing, the owner may request issuance of a conditional Certificate of Occupancy subject to completion of the outstanding work. The recipient of a conditional Certificate of Occupancy shall provide a Twenty-Five Hundred Dollars (\$2,500.00) cash deposit to guarantee completion of the outstanding work. If the work to be completed exceeds Twenty-Five Hundred Dollars (\$2,500.00), the Building Commissioner may increase the amount of the cash deposit based on estimates prepared by the Village Engineer and Village Forester. If a Certificate of Occupancy under these terms is issued between April 15 and October 15, the final grading, landscaping, and hardsurfacing shall be completed within 45 days. If a conditional Certificate of Occupancy under these terms is issued between October 16 and March 31 of each year, the final grading, landscaping, and hardsurfacing shall be completed prior to the forthcoming May 15.
- 272.9 No Certificate of Occupancy shall be issued until all construction recapture costs and all sewer and water connection fees required by Village ordinances have been paid.
273. **Certificate of Occupancy - Other Than Single-Family Residential**
The request for a "Certificate of Occupancy" for any portion of the building shall be made at least two (2) business days before occupancy is requested. This will allow for time for a final inspection and to process all paperwork. Minimum requirements for occupancy shall be as follows: Minimum requirements for occupancy shall be those set forth in detail in the building regulations adopted by reference in Section 701 of Article VII of this ordinance and the following:

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- 273.1 The structure shall be substantially complete, the exterior enclosure shall be complete, and the structure shall comply with all general, special, and structural requirements of the code.
- 273.2 All means of egress and all fire protection features shall be in place and continually maintained.
- 273.3 Sanitary and water facilities shall be complete. Water facilities shall not be considered complete until both the water and remote meter are installed and connected in accordance with the requirements of Section 312 of this Ordinance and Section 58.13 of Chapter 58 (Water Works System) of the Burr Ridge Municipal Code.
- 273.4 Heating system shall be complete in compliance with applicable codes.
- 273.5 Electrical system shall be complete in compliance with applicable codes.
- 273.6 No Certificate of Occupancy shall be issued until all construction recapture costs and all sewer and water connection fees required by Village ordinances have been paid.
- 273.7 Further, no Certificate of Occupancy shall be issued until all landscaping required and indicated on the approved landscaping plans has been installed. However, if weather conditions do not permit the completion of required landscaping, the owner may request Village approval of a cash deposit to guarantee completion of landscaping as soon as weather permits. Such request shall be accompanied by an estimate of cost to complete all required landscaping. Upon Village approval of the request for a cash deposit and the cost estimate, cash deposit equal to 125 percent (125%) of the cost of all required landscaping shall be deposited with the Village in escrow. If a Certificate of Occupancy under these terms is issued between April 15 and October 15, the final grading, landscaping, and hardsurfacing shall be completed within 45 days. If a conditional Certificate of Occupancy under these terms is issued between October 16 and March 31 of each year, the final grading, landscaping, and hardsurfacing shall be completed prior to the forthcoming May 15.
- 273.8 In addition, the owner shall be required to execute such agreements as may from time to time be required by the Village to delineate the conditional status of the Certificate of Occupancy, including, but not limited to, notice to be given to any subsequent purchasers.
274. **Temporary Certificate of Occupancy - Other Than Single-Family Residential**

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

- 274.1 The building shall be substantially complete.
- 274.2 All means of egress shall be completed and unobstructed.
- 274.3 All fire protection, alarm and detection system shall be approved by the local Fire District and able to transmit an alarm.
- 274.4 All hazards to occupants shall be removed.
- 274.5 Full occupancy for all future occupants shall not take place until all code related items are in compliance.
- 274.6 An inspection is completed by the building and fire inspector with a list of outstanding items.
- 274.7 The temporary occupancy fee is paid.
- 274.8 The maximum length of a temporary occupancy is 30 days.
- 274.9 A request for a temporary occupancy shall be in writing. The person requesting the temporary occupancy shall provide a description of the type of work being performed, indicate the number of occupants, and state that the building or space will not be open to the general public.

275. Cash Performance Bond Requirements
(Ordinance A-1002-02-07)

- 275.1 Prior to issuance of a building permit for a new building, a building addition or exterior alteration, an in ground pool, or any other work that requires significant exterior construction activity or heavy construction equipment as determined by the Building Commissioner, the applicant shall deposit with the Village, a performance guarantee in the form of a cash bond in the amount of Five Thousand Dollars (\$5,000.00 USD).
- 275.2 Purpose of Bond: Such Case performance bond shall be for the purpose of insuring against damage to public property by the general contractor or any subcontractor or employee that he may engage to perform work under the building permit; to ensure compliance with the terms and conditions of this Ordinance and the Village's Zoning Ordinance; and to ensure that the

property is maintained in a condition that does not endanger the public health or safety.

- 275.3 Damage to public property shall include, but is not limited to: accumulation of dirt, gravel, sand, building material, etc., on street pavement; damage to street surface, curb and gutter, water mains, fire hydrants, sewer lines, street lights, street trees, etc., resulting from construction equipment and vehicles; and damage to the parkway, landscaping and vegetation resulting from construction activity.
- 275.4 If and when the Building Commissioner determines that there is damage to public property, that any situation exists that endangers the public health or safety, or that the general contractor has abandoned the job site without completing final grading, landscaping and securing of the building; the authorized agent of the contractor or responsible party shall be notified in writing.
- 275.5 Written notification to the authorized agent shall request that the necessary improvements, repairs, replacements, restorations and/or removal shall be made. This written notice shall be waived if the Building Commissioner determines that there is an emergency situation that presents an immediate danger to the public health and safety. In such circumstances, the Building Commissioner will proceed with the minimum work necessary to resolve the danger.
- 275.6 If such improvement, repair, replacement, restoration or removal has not been completed within five (5) working days following the receipt of written notification, the Building Commissioner shall cause said work to be done and shall reimburse the Village for all cost incurred from the cash performance bond.
- 275.7 If the cash performance bond is reduced as a result of reimbursement to the Village for costs incurred in improving, repairing, replacing or removing such damage, or restoring public property; the cash performance bond shall be replenished to the full amount (\$5,000.00) within five (5) working days following such improvement, repair, replacement, restoration, or removal, and if not, then construction shall be halted.
- 275.8 The cash performance bond will not be refunded until all work is completed in compliance with all local codes, ordinances, and standards.
- 275.9 Refunding of Bond: Upon certification by the Building Commissioner and the Village Engineer that all construction, grading and fee requirements have been met and completed, the cash performance bond shall be released without interest to the permit applicant. In addition, an "As-Built" topographical survey shall be filed with the Village and approved by the Village Engineer prior to the release of the cash performance bond. Provided, however, that if the structure meets all other requirements of this

Ordinance, but as a result of inclement weather or other seasonal restrictions, final grading, submission of an approved “as-built” survey, and landscaping cannot be performed an additional Twenty-Five Hundred Dollars (\$2,500.00) will be required prior to issuance of certificate of occupancy.

275.10 It is the responsibility of the permit applicant to ensure that all construction, grading, and fee requirements are completed and certified by the Building Commissioner and the Village Engineer and to submit a request for release of the performance bond. Failure by the permit applicant to complete the work and to submit a request for release of the bond within one year after issuance of a Certificate of Occupancy or one year after issuance of the permit when the permit does not require issuance of a Certificate of Occupancy will constitute a forfeiture of the bond to the Village for reimbursement of its costs, including any purpose already provided for the use of such bond, for those costs related to the requirements, implementation and oversight of the permitting process and, as a liquidated amount, to address any future cost to the Village of the failure to complete the required improvements. (Amended by Ordinance A-1002-01-11)

276. **Increased Fee for Work Started Without a Permit**

If any work for which a permit is required hereunder is commenced without first applying for and receiving the permit, then the fee for issuance of such permit shall be increased by an amount equal to 50% of the customary fee in order to defray the cost of extra inspections and work involved. (Added by Ordinance A-1002-02-07)

ORDINANCE NO. A-____-____-19

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE XI, SECTION 2.67 OF THE
BURR RIDGE MUNICIPAL CODE REGARDING ORDER OF BUSINESS ("AGENDA")
FOR MEETINGS OF THE BOARD OF TRUSTEES

WHEREAS, Chapter 2, Article XI, Section 2.67 of the Burr Ridge Municipal Code, establishes the Rules of Order and Order of Business for meetings of the Board of Trustees;

WHEREAS, clarity is warranted regarding public comments, presentations, and public hearings at said Board meetings;

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

Section 1: That Chapter 2, Article XI, Section 2.67 of the Burr Ridge Municipal Code ***be and is hereby amended*** by adoption of all changes documented in **Exhibit A**.

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

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

PASSED this 22nd day of July, 2019, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Burr Ridge on this 22nd
day of July, 2019.

Mayor

ATTEST:

Village Clerk

BURR RIDGE VILLAGE CODE

CHAPTER 2

Administration

Sec. 2.67.

Rules of Order

The following rules of order shall in all cases be adhered to, but the same may be suspended when no objections are made, or upon a vote of a majority of the Board, except rules 4, 7, 12 and 15. (Amended by A-781-2-95)

Rule 1.

The order of business ("Agenda") at all regular meetings of the Village Board shall be as follows: ~~(in addition, typically any required public hearings will be conducted immediately after the Roll Call or as otherwise provided in the legal notice for the public hearing and scheduled Closed Sessions will be conducted following non-resident comments).~~

- (1) Call to Order.
- (2) Roll Call.
- (3) ~~Residents Comments~~ Presentations and Public Hearings
- (4) Consent Agenda-Omnibus Vote. An item shall be removed from the Consent Agenda-Omnibus Vote at the request of any one Trustee or anyone present at the meeting. A roll call shall be taken on the approval of the Consent Agenda and recorded in the minutes as an Omnibus Vote. If an item is removed from the consent agenda, it will be discussed by the Board, opened for public comment, and voted upon during the meeting.
- (5) Minutes: The minutes of the proceedings of the last meeting shall be approved; and, if necessary, the same shall be amended and approved. Minutes from Board Committees, Commissions and Boards shall also be received and filed.
- (6) Ordinances.
- (7) Resolutions.
- (8) Considerations.
- (9) ~~Residents Public~~ Comments
- (10) Reports and communications of Village officials.
- (11) ~~Non-resident Comments~~
- ~~(12)~~ Adjournment.

If determined necessary by the Village Administrator or the President/Mayor, a Closed Session (as permitted by the State of Illinois Open Meetings Act - 5 ILCS 120/1.02) may be scheduled after Reports and Communications of Village Officials and prior to Adjournment.

(Amended by A-781-01-15)

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE VILLAGE OF BURR RIDGE FOR RELOCATION OF A 36 INCH DIAMETER
WATER MAIN ADJACENT TO AND UNDER THE TOLLWAY'S MILE LONG BRIDGE

WHEREAS, the Agreement is between the Illinois State Toll Highway Authority (hereinafter the "ILLINOIS TOLLWAY"), an instrumentality and administrative agency of the State of Illinois, and the Village of Burr Ridge (hereinafter the "VILLAGE"), an Illinois Municipal Corporation; and

WHEREAS, the ILLINOIS TOLLWAY intends to improve the Tri-State Tollway (I-294), which work includes removing and replacing bridge structures (hereinafter the "Mile Long Bridge"); and

WHEREAS, the VILLAGE owns, operates, and maintains a 36-inch diameter water main adjacent to and under the Mile Long Bridge providing continuous potable water service to the residents and businesses of Burr Ridge; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE desire to cooperate in the modification, adjustment, protection, relocation, or removal and replacement of said water main as expeditiously as possible to avoid interference with construction of the Mile Long Bridge project;

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

Section 1: That an Intergovernmental Agreement is hereby approved in that form attached hereto as **Exhibit A**, entitled INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE VILLAGE OF BURR RIDGE, and the Mayor of the Village of Burr Ridge and Village Clerk are hereby authorized and directed to execute the Agreement on behalf of this Village.

Section 2: This resolution shall be in full force and effect upon its adoption and approval as required by law.

ADOPTED this 22nd day of July, 2019, by roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 22nd day of July, 2019, by the Mayor of the Village of Burr Ridge.

Mayor

ATTEST:

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF BURR RIDGE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY," and the VILLAGE OF BURR RIDGE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE," individually referred to as "PARTY," and collectively referred to as "PARTIES."

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and to continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as "Toll Highway"), and such improvements are, or will be, included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, the ILLINOIS TOLLWAY is removing and replacing the bridge structures from approximately Mileposts 21.1 to 22.0 (hereinafter referred to as the "Mile Long Bridge") as part of the Tri-State Tollway (I-294) improvements. The Mile Long Bridge spans over Forest Preserve District of Cook County property, IC Railroad tracks, the I&M Canal, the Chicago Sanitary and Shipping Canal, the Des Plaines River, and BNSF Railroad Tracks; and

WHEREAS, amongst the ILLINOIS TOLLWAY construction contract(s) are Design Contract number RR-14-4221, and Construction Contract number I-18-4430 & I-18-4431 (hereinafter referred to as the "PROJECT") by which the ILLINOIS TOLLWAY is making the following improvements to the Toll Highway and the Mile-Long Bridge:

The work consists of bridge and roadway reconstruction and widening which will provide for a new pair of bridges to allow for five lanes of traffic in each direction with full inside and outside shoulders. Both bridges will have a total out to out structure width of 95'-2". The work under these two contracts also includes, but is not limited to bridge demolition, bridge reconstruction, retaining wall construction, noise wall construction, widen and reconstruct pavement, temporary and permanent storm sewer systems including pipes and structures, storm water detention facilities, temporary and permanent lighting, temporary and permanent erosion control measures, intelligent transportation system equipment, roadside safety improvements including guardrail, temporary concrete barrier, terminals, and other work, overall site restoration, temporary and permanent pavement marking and delineation, maintenance of traffic control measures, earthwork including topsoil stripping, embankment construction, and proper disposal of excess material off site or to designated

ILLINOIS TOLLWAY facilities, overall site restoration, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE owns, operates and maintains a 36 inch diameter water main (hereinafter referred to as the “VILLAGE FACILITIES”), located adjacent to and under bridges carrying the Mile Long Bridge over property owned by third-party others; and

WHEREAS, 1,136 linear feet of the VILLAGE FACILITIES located beneath the Mile Long Bridge from the Toll Highway centerline Sta 1113+80 to Sta 1118+82 will be impacted by reconstruction of the Mile Long Bridge, and must be modified, adjusted, protected, relocated, or removed and replaced to avoid interference with the PROJECT; and

WHEREAS, the VILLAGE is required to pay a fee for an amended license to the owner of the property that the relocated VILLAGE FACILITIES occupy; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE desire to cooperate in the modification, adjustment, protection, relocation, or removal and replacement of the VILLAGE FACILITIES, reimbursement of the license fee, and the construction of the PROJECT so that the VILLAGE may render continuous service to the public through the use of its VILLAGE FACILITIES without interruption, and so that the construction of the PROJECT may proceed as expeditiously as possible; and

WHEREAS, it is appropriate and in the best interests of the PARTIES to agree upon the manner in which the necessary work to modify, adjust, protect, remove, or relocate and replace the VILLAGE FACILITIES be performed, including design, construction, procedures, reimbursement, maintenance, future rights, and future adjustments; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

A. The ILLINOIS TOLLWAY will perform all preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications to construct the PROJECT.

B. The ILLINOIS TOLLWAY will prepare preliminary and final design engineering plans that integrate construction relating to the VILLAGE FACILITIES into the PROJECT plans. The ILLINOIS TOLLWAY will provide the final design engineering plans directly related to the VILLAGE FACILITY to the VILLAGE for the VILLAGE to review.

C. The VILLAGE shall review for approval the proposed final plans and specifications for the VILLAGE FACILITIES. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the VILLAGE FACILITIES. In the event of disagreement with the final plans and specifications for the VILLAGE FACILITIES, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX, Paragraph E. of this AGREEMENT.

E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Illinois Environmental Protection Agency, Metropolitan Water Reclamation District of Greater Chicago, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, county, and local laws, rules, orders, regulations and requirements of any type pertaining to work proposed for the PROJECT.

II. RIGHT OF WAY

A. The transfer of property interests is not required between the PARTIES for construction of the PROJECT, or the VILLAGE FACILITIES, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT.

B. As necessary to construct the PROJECT, including the VILLAGE FACILITIES, the ILLINOIS TOLLWAY requires temporary access and use of the VILLAGE's property,

and the VILLAGE shall issue a permit allowing the ILLINOIS TOLLWAY and/or its employees, agents, consultants, and/or contractor(s) of any tier all temporary use necessary in furtherance of this AGREEMENT. The VILLAGE grants this access to the ILLINOIS TOLLWAY and/or its employees, agents, consultants, or contractor(s) of any tier with waiver of all fees and free of any further consideration.

III. UTILITY RELOCATION

A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities that may impact, or be impacted by VILLAGE FACILITIES relocation, and which require adjustment as part of the VILLAGE FACILITIES work. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities when timely presented to the ILLINOIS TOLLWAY by the VILLAGE.

B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design and engineering directly involving the VILLAGE FACILITIES.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, award the contract(s), provide construction engineering inspections and cause the PROJECT and the VILLAGE FACILITIES to be constructed in accordance with the PROJECT and VILLAGE FACILITIES plans and specifications.

B. After award of the construction contract(s), any proposed deviations from the plans and specifications that directly affect the VILLAGE FACILITIES shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disagreement in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE. Any dispute regarding engineering specifications shall be resolved as identified in Section IX, Paragraph E. of this AGREEMENT.

C. Should damage to VILLAGE FACILITIES or to West Suburban Water Commission infrastructure occur, the VILLAGE reserves the right to suspend VILLAGE FACILITIES construction activity until necessary repairs are made, and if necessary, Illinois Environmental Protection Agency (IEPA) Division of Public Water Supplies inspections are completed.

D. The VILLAGE and its authorized agents, at the VILLAGE'S sole expense and at a mutually agreeable time, shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the construction of the VILLAGE FACILITIES. The VILLAGE may assign personnel to perform inspections on behalf of the VILLAGE of all work included in the construction of the VILLAGE FACILITIES, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

F. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of the VILLAGE FACILITIES construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof is received. Prior to any inspection the VILLAGE shall provide the ILLINOIS TOLLWAY, in accordance with Section IX. P., reasonable notice of any inspection. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all VILLAGE FACILITIES construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the VILLAGE FACILITIES construction shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list specifically identifying such deficiencies and any suggested solutions or alterations regarding those identified deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied under the same notice and participation requirements as for the original inspection.

G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Notwithstanding, in the event of any alteration or cancellation of Contract(s) that impact the VILLAGE FACILITIES, the ILLINOIS TOLLWAY shall, at its sole expense procure services that cause completion according to plans, any VILLAGE FACILITIES work started prior to Contract(s) alteration or cancellation.

V. FINANCIAL

A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT, and VILLAGE FACILITIES-related engineering, right of way, construction engineering and construction costs.

B. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the work directly related to the VILLAGE FACILITIES or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction or completion of the VILLAGE FACILITIES, the Toll Highway project general, or the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

C. The ILLINOIS TOLLWAY agrees that upon receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY will reimburse the VILLAGE the actual amount for the license fee for the amended license necessitated by the work on, and the relocation of, the VILLAGE FACILITIES, currently estimated at \$14,510.61, up to, but not to exceed \$20,000.00.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.

B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

2. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

3. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

C. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT. The PARTY transmitting the communication shall produce and retain a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

D. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or of a provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

E. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

F. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide timely consent as appropriate for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

A. The ILLINOIS TOLLWAY agrees to maintain I-294 within the limits of this PROJECT.

B. Upon completion of the VILLAGE FACILITIES work, approval by the Illinois Environmental Protection Agency of the work performed, and acceptance by the VILLAGE as provided for in this AGREEMENT, the VILLAGE agrees to maintain, or cause to maintain, the VILLAGE FACILITIES and any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

C. In the event the VILLAGE fails to maintain the VILLAGE FACILITIES located beneath the Mile Long Bridge in their entirety and the ILLINOIS TOLLWAY is required to maintain the VILLAGE FACILITIES to protect the integrity of the ILLINOIS TOLLWAY's structure from imminent danger, the VILLAGE agrees to reimburse the

ILLINOIS TOLLWAY for the cost of the emergency maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During construction, the VILLAGE shall continue to maintain all VILLAGE FACILITIES within the PROJECT limits that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

C. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the VILLAGE FACILITIES.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an AGREEMENT between the Village of Burr Ridge and the Illinois State Toll Highway Authority, and that the signatories to this AGREEMENT have proper legal authority to enter into, and to bind, the respective agencies to this AGREEMENT and the terms contained therein.

B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the VILLAGE FACILITIES and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld, subject to the discretion of the ILLINOIS TOLLWAY Board of Directors if their approval is necessary.

D. Following execution of this AGREEMENT, and prior to notice to proceed, each PARTY shall designate a representative, along with contact information, who shall function as the lead representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Representatives, and contact information, may be

changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, in reference to the PROJECT work, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer of shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the construction of VILLAGE FACILITIES, or a dispute concerning the plans and specifications for the construction of the VILLAGE FACILITIES, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the construction of the VILLAGE FACILITIES, the decision of the VILLAGE's Engineer shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2517422 and it is doing business as a governmental entity, whose mailing address is 7660 County Line Road, Burr Ridge, Illinois 60527.

I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns, but does not, and shall not be construed to create, any rights, remedies, responsibilities, or causes of action, in any third-party unless specifically created or required in this AGREEMENT.

L. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this

AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.

M. It is agreed that the laws of the State of Illinois, except the law of the conflicts of law, shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in the Circuit Court of Du Page County, Illinois, exclusively.

N. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois and ILLINOIS TOLLWAY internal auditors, the VILLAGE's auditor, or other governmental entities or officials with proper regulatory, oversight, or monitoring authority, upon reasonable notice and during normal business hours.

O. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer

To the VILLAGE:

The Village of Burr Ridge
7660 County Line Road
Burr Ridge, Illinois 60527
Attn: Village Engineer

The PARTIES may exchange e-mail addresses or other contact information for any message under this Paragraph without amending this AGREEMENT. By agreement, the PARTIES may change the addresses or contact information under this paragraph by proper notice without amending this AGREEMENT.

Q. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

R. The section headings of this AGREEMENT are solely for the aid of the reader and do not create any substantive terms, conditions, or limitations.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF BURR RIDGE

By: _____
Gary Grasso
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
José R. Alvarez
Executive Director

Date: _____

Approved as to Form and Constitutionality

Tom Forgue, Assistant Attorney General, State of Illinois

IGA_Burr Ridge Water Main Relocation_Mile Long Bridge_Final for Signature_07.15.19

RESOLUTION NO. _____

RESOLUTION APPROVING LICENSE AMENDMENT WITH
THE FOREST PRESERVE DISTRICT OF COOK COUNTY

WHEREAS, the Village of Burr Ridge operates and maintains a water transmission main providing potable water from the Village of Bedford Park to the Village of Burr Ridge; and

WHEREAS, said water transmission line is contained in certain property of the Cook County Forest Preserve District ("Forest Preserves"); and

WHEREAS, the Village of Burr Ridge has an existing License Agreement No. 1625 granted by the Forest Preserves in 1996 providing access rights to inspect, maintain and service said transmission main; and

WHEREAS, the Illinois State Toll Highway Authority ("Tollway") is relocating the water transmission main approximately 60 feet to the southeast due to the Mile-Long Bridge reconstruction project, which relocation route includes 154 more linear feet than the existing licensed route; and

WHEREAS, said relocation will require an amendment to the License with the Forest Preserves for a total one-time upfront fee of \$14,510.61 for the term of the License;

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

Section 1: That a License Amendment with the Forest Preserve District of Cook County to provide the Village of Burr Ridge with permission and access to inspect, maintain and service its existing and relocated water transmission main on the property is hereby approved in that form attached hereto as **Exhibit A**, entitled LICENSE AMENDMENT ISSUED BY FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS, LICENSE NO. 1625 AMENDMENT, and the Mayor of the Village of Burr Ridge and Village Clerk are hereby

authorized and directed to execute the license agreement on behalf of this Village.

Section 2: This resolution shall be in full force and effect upon its adoption and approval as required by law.

ADOPTED this 22nd day of July, 2019, by roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 22nd day of July, 2019, by the Mayor of the Village of Burr Ridge.

Mayor

ATTEST:

Village Clerk

LICENSE AMENDMENT
ISSUED BY
FOREST PRESERVE DISTRICT
OF COOK COUNTY, ILLINOIS
536 N. Harlem Avenue
River Forest, Illinois 60305

License Agreement No. 1625 dated October 28, 1996 for a continuous term, by and between the Forest Preserve District of Cook County (the "District") and the Village of Burr Ridge ("Licensee") is hereby amended as follows:

1. **Facilities Location.** The location of the Facilities described in Section 1(1) of the License Agreement is hereby amended by a partial relocation and extension of about 154 more linear feet than the existing license route, all as shown and described on Exhibit A attached hereto.

2. **Fee.** A one-time upfront fee of \$14,510.61 will be charged for the extension and relocation of the Facilities as described above.

3. **Effective Date.** This License Amendment shall become effective only when all of the following requirements have been met:

- a. All requirements under Sections 10, 11, and 16 (Special Provision) of the License Agreement, when applicable, have been complied with by the Licensee;
- b. The fee specified in Section 2 of this License Amendment has been paid by Licensee; and
- c. This License Amendment has been fully executed and delivered to Licensee.

4. Unless otherwise expressly modified by this License Amendment the terms of License Agreement No. 1625 shall remain effective and unaltered.

License Amendment accepted this _____ day of _____, 2019.

Name of Licensee Village of Burr Ridge

Address 7660 County Line Road, Burr Ridge, IL 60527

ATTEST:

By: _____

By: _____

(Title)

(Title)

RECOMMENDED:

(1) _____
Licensed Surveyor for Land Use Compliance

(2) _____
Director of Resource Management

(3) _____
Director of Planning and Development

(4) _____
Chief Attorney

RECOMMENDED for signature by President on this

Date, _____, 2019

Arnold Randall – General Superintendent

IN WITNESS WHEREOF the said Forest Preserve District of Cook County, Illinois has caused its name to be signed to these presents by its President and attested by its Secretary with its Corporate Seal affixed this _____ day of _____, 2019.

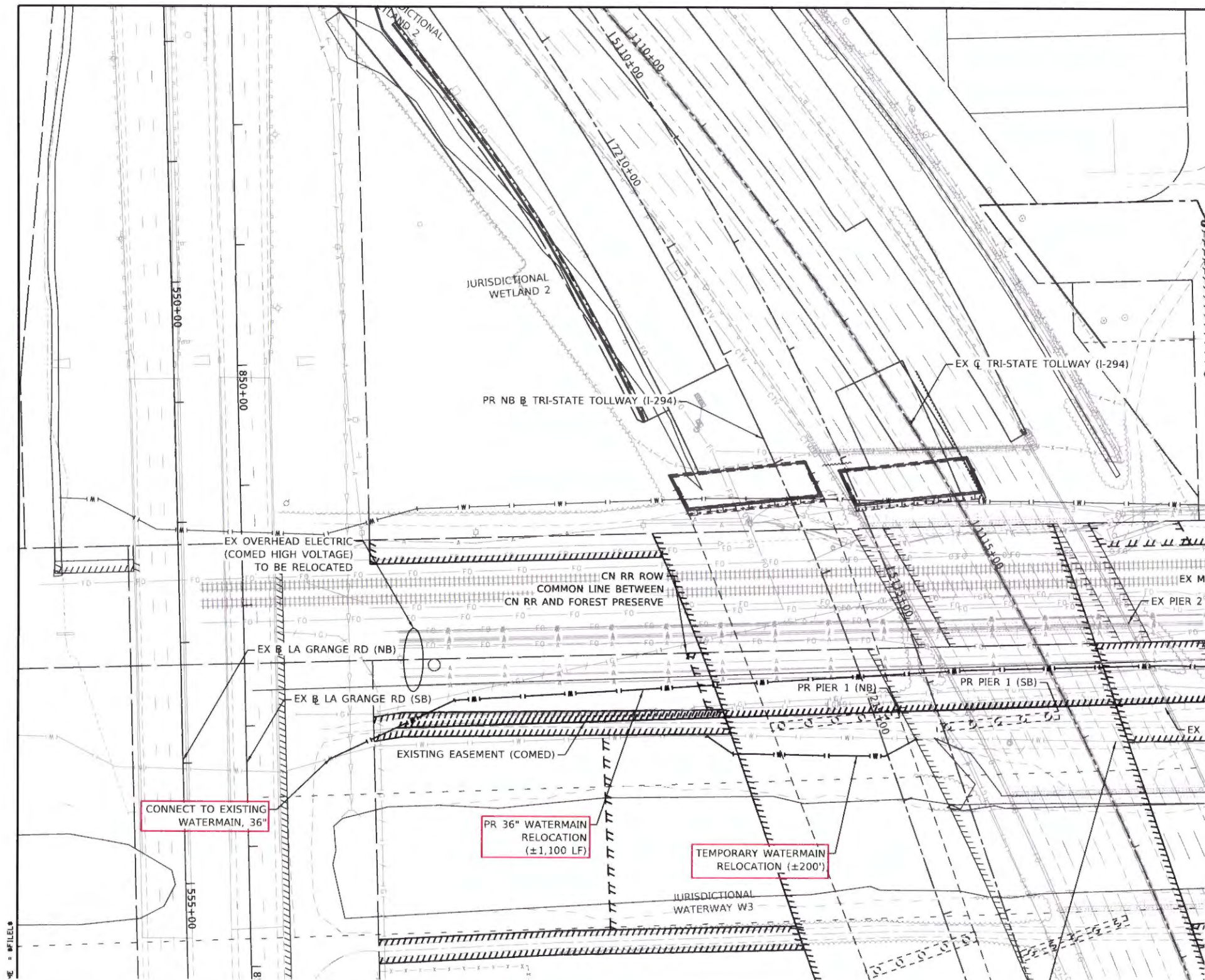
FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS

(SEAL)

By _____
Toni Preckwinkle - President

ATTEST:

By _____
Matthew B. DeLeon - Secretary



**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS,)	
<i>ex rel.</i> KWAME RAOUL,)	
Attorney General of the State of Illinois, and)	
<i>ex rel.</i> ROBERT BERLIN, State’s Attorney)	
for DuPage County, Illinois,)	
)	
Plaintiff,)	
)	
v.)	No. 2018 CH 001329
)	
STERIGENICS U.S., LLC,)	
a Delaware limited liability company,)	
)	
Defendant.)	

CONSENT ORDER

This matter coming before the Court pursuant to the agreement of the Parties (as defined below): (i) PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, and *ex rel.* ROBERT BERLIN, State’s Attorney for DuPage County, Illinois (“Plaintiff”), and the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“Illinois EPA” and together with Plaintiff, the “State”), and (ii) Defendant, STERIGENICS U.S., LLC (“Sterigenics” or “Defendant”); the Court having jurisdiction over the State and Defendant (collectively, the “Parties”) and the subject matter herein; the Parties being represented in open court or having waived appearance; the Court having reviewed the First Amended Complaint for Injunctive Relief and Civil Penalties filed on June 6, 2019 (“Complaint”); the Parties having agreed to the making of this Consent Order and submitting it to this Court for approval; and the Court otherwise being fully advised in the premises; the Court enters this Consent Order and orders the specified relief.

I. INTRODUCTION

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court's entry of the Consent Order and issuance of any injunctive relief. It is the intent of the Parties to this Consent Order that it be a final judgment on the merits of this matter.

A. Stipulated Facts.

1. Since at least January 30, 2006, Sterigenics has been and is a Delaware limited liability company duly authorized to transact business in the State of Illinois.

2. Since at least January 30, 2006 to present, Sterigenics has operated an ethylene oxide gas ("EtO") commercial sterilization enterprise.

3. From at least January 30, 2006, Sterigenics conducted EtO sterilization at two facilities located in Willowbrook, Illinois, in DuPage County. The first facility is located at 7775 South Quincy Street in Willowbrook ("Willowbrook I"), and the second facility is located at 830 Midway Street in Willowbrook ("Willowbrook II," and together with Willowbrook I, the "Site").

4. On June 8, 2015, Illinois EPA issued Clean Air Act Program Permit (CAAPP) No. 95120085 to Sterigenics, which permit remains in effect as of the date of this Consent Order.

5. On October 30, 2018, Plaintiff filed the original complaint, which was amended on June 6, 2019. The Complaint alleges that Sterigenics, through its emissions of EtO, (a) caused, threatened or allowed air pollution in violation of Section 9(a) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/9(a) (2016), and Section 201.141 of the Pollution Control Board ("Board") Air Pollution Regulations, 35 Ill. Adm. Code 201.141; and (b) created and maintained a common law public nuisance.

6. On February 15, 2019, John Kim, Acting Director of Illinois EPA, issued a Seal Order pursuant to 415 ILCS 5/34(b) that sealed "[a]ll storage containers of ethylene oxide" at the

Site (the “Seal Order”).

7. On February 18, 2019, Sterigenics challenged the Seal Order by filing an action in the United States District Court for the Northern District of Illinois, styled as *Sterigenics U.S., LLC v. Kim et al.*, Case No. 19-cv-1219 (U.S. Dist. Ct., N.D. Ill.) (“Federal Litigation”), which the District Court dismissed on May 3, 2019. On May 6, 2019, Sterigenics filed an action in the Circuit Court for DuPage County, *Sterigenics U.S., LLC v. Kim et al.*, Case No. 2019CH000566 (Cir. Ct., DuPage County) (the “State Seal Order Litigation”). In both the Federal Litigation and the State Seal Order Litigation, Sterigenics named Acting Director Kim and Illinois EPA as defendants.

8. Public Act 101-0022 took effect on June 21, 2019, and such Public Act applies to Willowbrook I and II. Defendant has stated its intention to comply with Public Act 101-0022 and acknowledges its obligation to do so.

B. Allegations of Non-Compliance

Plaintiff contends that Defendant has violated the following provisions of the Act, Board regulations and the common law:

Count I: Air Pollution in violation of Section 9(a) of the Act, 415 ILCS 5/9(a) (2016), and Section 201.141 of the Pollution Control Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141.

Count II: Common Law Public Nuisance.

C. Non-Admission of Violations

1. Defendant represents that it has entered into this Consent Order for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Consent Order and complying with its terms, Defendant does not admit the allegations of violation within the Complaint referenced above, and Defendant’s compliance with this Consent Order shall not be interpreted as including any such admission.

Defendant specifically denies the alleged violations in the Complaint and states that it is agreeing to this Consent Order to avoid the cost of litigation and further disruption of its operations. Except as expressly set forth in Paragraph II.1, this Consent Order shall not be used in any other proceeding.

2. The Parties agree that by entering into this Consent Order, they are resolving the legal challenges made by Sterigenics to the findings and assertions set forth in the Seal Order, without any admission by Sterigenics as to their veracity, reliability or admissibility in other legal proceedings, and which Sterigenics continues to dispute. The Parties further agree that the Seal Order does not represent a final determination of any fact or legal conclusion by a court of law or the Illinois Pollution Control Board under 415 ILCS 5/34(b) or (d) and is not an adjudication of wrongdoing. The Parties further agree that by entering this Consent Order, the Court makes no determination as to the merits of the supporting findings of the Seal Order.

D. Duty to Cooperate

The Parties shall cooperate with each other in the implementation of this Consent Order.

II. APPLICABILITY

1. This Consent Order shall apply to and be binding upon the Parties to the Consent Order. Defendant waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, managers, members, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order. Plaintiff may use this Consent Order against Defendant in any subsequent enforcement action or permit proceeding as provided by Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2018).

2. Defendant shall notify each contractor to be retained to perform work required in

this Consent Order of each of the requirements of this Consent Order relevant to the activities to be performed by that contractor, including all relevant work schedules and reporting deadlines, and shall provide a copy of this Consent Order to each contractor already retained no later than 30 calendar days after the date of entry of this Consent Order. In addition, Defendant shall provide copies of all schedules for implementation of the provisions of this Consent Order to the prime vendor(s) supplying the control technology systems and other equipment required by this Consent Order.

3. No change in ownership, corporate status or operator of the Site shall in any way alter the responsibilities of Defendant under this Consent Order. In the event that Defendant proposes to sell or transfer any real property or operations subject to this Consent Order, Defendant shall notify Plaintiff 30 calendar days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the Site or a portion thereof. Defendant shall make as a condition of any such sale or transfer, that the purchaser or successor provide to Defendant Site access and all cooperation necessary for Defendant to perform to completion any compliance obligation(s) required by this Consent Order. Defendant shall provide a copy of this Consent Order to any such successor in interest and Defendant shall continue to be bound by and remain liable for performance of all obligations under this Consent Order. In appropriate circumstances, however, Defendant and such proposed purchaser or operator of the Site may jointly request, and Plaintiff, in its discretion, may consider modification of this Consent Order to obligate such proposed purchaser or operator to carry out future requirements of this Consent Order in place of, or in addition to, Defendant. This provision does not relieve Defendant from compliance with any regulatory requirement regarding notice and transfer of applicable permits.

III. JUDGMENT ORDER

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. Beneficial Project(s)

1. Within 60 days of entry of this Consent Order, Defendant shall propose to Plaintiff, for its review and approval, one or more projects (“Project(s)”) designed to benefit the environment in the State of Illinois, preferably in the Village of Willowbrook or neighboring communities of DuPage County. The Project(s) may include physical improvements or activities, such as educational scholarships or programming. Defendant may either perform the Project(s) or fund the Project(s) in whole or in part. Defendant shall contribute \$300,000.00 towards the Project(s). The Project(s) shall neither displace any other source of funding for the fund, program, or project, nor fund any activity that Defendant is required by law to conduct or for which, as of the date of entry of the Consent Order, the Defendant has committed funds. Within 30 days of entry of this Consent Order, Defendant shall deposit the \$300,000.00 for the Project(s) with an escrow agent approved by the Plaintiff, with instructions approved by the Plaintiff that disbursements shall be made only for Projects approved by Plaintiff under this Section III.A and only upon the joint direction of Plaintiff and Defendant.

2. Defendant’s proposal shall include an implementation schedule, which shall be subject to the review and approval of Plaintiff.

3. Upon approval of Plaintiff, Defendant shall implement the Project(s) in accordance with the approved schedule.

4. Defendant shall complete the Project(s) no later than one year from entry of the Consent Order, unless an extended schedule is otherwise agreed to in writing by Plaintiff.

5. Within 30 days after the completion of the Project(s), the Defendant shall submit a Project(s) completion report, including a summary of all expenditures, to the contact persons identified in Section III.I of this Consent Order for review and confirmation that the Project(s) was performed pursuant to this Consent Order.

6. Within 30 days of the determination that any approved Project cannot be completed or the summary of expenditures for the approved Projects do not total the amount in Section III.A.1, above, Defendant shall propose one or more additional Projects designed to benefit the environment in the State of Illinois, preferably in the Village of Willowbrook or neighboring communities of DuPage County following the procedures above in Section III.A.2-5.

B. Stipulated Penalties, Interest and Default

1. If Defendant fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Consent Order, Defendant shall provide notice to Plaintiff of each failure to comply with this Consent Order and shall pay stipulated penalties in the amount of \$400 per day per violation for up to the first 15 days of violation, \$500 per day per violation for the next 15 days of violation, and \$1,000 per day per violation thereafter until such time that compliance is achieved. Plaintiff may make a demand for stipulated penalties upon Defendant for its noncompliance with this Consent Order. However, failure by Plaintiff to make this demand shall not relieve Defendant of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within 30 calendar days of the date Defendant knows or should have known of its noncompliance with any provision of this Consent Order.

2. If Defendant fails to make any payment required by this Consent Order on or before

the date upon which the payment is due, Defendant shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, Plaintiff shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

3. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by Defendant not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

4. The stipulated penalties shall be enforceable by Plaintiff. Nothing herein shall preclude Plaintiff from seeking remedies or sanctions arising from the failure to comply with this Consent Order, other than additional civil penalties under the Act.

C. Stipulated Penalty and Interest Payment Procedures

1. All payments required by Section III.B of this Consent Order shall be made by certified check or money order payable to Illinois EPA for deposit into the Environmental Protection Trust Fund. Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

2. The case name and case number shall appear on the face of the certified check or money order. A copy of the certified check or money order and any transmittal letter shall be sent to:

Daniel Rottenberg
Assistant Attorney General

Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

D. Future Compliance

1. ***Prohibition on Operations at Willowbrook I.*** Subject to Paragraph III.D.7 (Emergency Temporary Operations) herein, Defendant shall not conduct any EtO sterilization operations (hereinafter "Operations") at Willowbrook I until Defendant has satisfied the requirements, and obtained the written approval, specified in Paragraph III.D.4(a) (Conditions Precedent to Restarting Operations at Willowbrook I). Upon Defendant's restart of Operations at Willowbrook I in accordance with the terms of this Consent Order, Defendant shall continue to comply with the terms of this Consent Order.

2. ***Construction Permit for Additional Capture and Control Measures at Willowbrook I.*** On June 24, 2019, Defendant submitted to Illinois EPA a construction permit application, requesting the issuance of a construction permit containing additional capture and control measures at Willowbrook I (the "Construction Permit"). Defendant addressed or included at least the following in its construction permit application for Willowbrook I:

a. Air dispersion modeling demonstrating that the planned modifications at Willowbrook I will be sufficient to ensure that the maximum long-term average modeled concentrations of EtO in micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) attributable to any future Operations at Willowbrook I will be at or below a level satisfactory to the Illinois EPA. The air dispersion modeling shall not include background EtO;

b. A description of the installation of the additional capture and control measures at Willowbrook I, including (i) permanent total enclosure providing 100% capture in accordance with U.S. Environmental Protection Agency Method 204 of all areas

containing EtO (namely, processed product shipping areas, processed product storage areas, chamber areas and chamber work aisles) (aeration rooms, which are already under negative pressure, shall be included within the permanent total enclosure) (“PTE”) and (ii) an overall control efficiency of 99.9% based on total mass of EtO measured at the inlet and the exhaust of the control system or 0.2 parts per million at the exhaust of the control system (“Required Control Efficiency”);

c. A description of the air emission controls necessary to comply with the Required Control Efficiency;

d. A description of the routing of the existing Chemrox DEOXX packed tower chemical scrubber that currently exhausts through its own stack at Willowbrook I into the two-stage Advanced Air Technologies Safe Cell emission control system and dry bed reactor for additional treatment of the vacuum pump/chamber emissions;

e. A proposed annual EtO usage limit;

f. A proposed annual emissions limit;

g. A description regarding the elimination of the stack currently associated with the DEOXX scrubber;

h. A description with supporting technical information of the height to which the remaining stack will be raised to eliminate building-induced adverse effects of downwash; and

i. A description of continuous emissions monitoring to continuously measure EtO utilizing an enhanced FTIR following PS-15 or such other method approved by Illinois EPA.

3. ***Additional Plan Submissions to Illinois EPA.*** No later than 30 days after the date

of entry of this Consent Order:

a. Defendant shall have submitted to Illinois EPA, for review and approval as set forth in Paragraph III.D.8, a protocol (“Stack Test Protocol”) for emissions testing of the control system at Willowbrook I to demonstrate compliance with the Required Control Efficiency (“Stack Testing”). The Stack Test Protocol shall include, at a minimum:

- i. A requirement that Defendant submit a written notification of the expected date of the Stack Testing;
- ii. A description of the specific procedures for the Stack Testing, which shall be representative of actual Operations and includes agreed-upon operating conditions and addresses the full cycle of the batch sterilization process commencing with the introduction of EtO from the sterilization chambers into the control system (first evacuation of chamber) and concluding when sterilized materials have been in the aeration room for at least one hour. Such procedures shall also include:
 - aa. The person(s) who will be performing sampling and analysis and their experience with similar stack tests;
 - bb. The specific conditions under which testing will be performed, including a discussion of why these conditions will be representative and the means by which the operating parameters for the emission unit(s) and any control equipment will be determined;

- cc. The specific determinations of emissions and operations which are intended to be made, including sampling and monitoring locations;
 - dd. The test method(s) that will be used, including the specific U.S. Environmental Protection Agency-approved analytical and sampling technique if the specified test method can be used with different analytical and sampling techniques; and
 - ee. Any changes in standard methodology proposed to accommodate the specific circumstances of testing, with justification;
- iii. A requirement that at least 5 business days prior to the actual date of the Stack Testing, Defendant shall submit to Illinois EPA a written notification of the actual date and expected time of the Stack Testing;
 - iv. A proposed schedule that provides Stack Testing will occur within 14 days after Defendant's restart of Operations at Willowbrook I; and
 - v. A requirement that as soon as practicable but no later than 30 days after the date of the Stack Testing, Defendant shall submit to Illinois EPA, for review and approval as set forth in Paragraph III.D.8, a report of the results of such testing (the "Stack Test Results Report"). The Stack Test Results Report shall include, at a minimum:

- aa. A summary of results;
- bb. A detailed description of the test method(s), including a description of sample points, sampling train, analysis equipment and test schedule;
- cc. A detailed description of test conditions, including process information and control equipment information, *e.g.*, equipment condition and operating parameters during testing; and
- dd. Data and calculations, including copies of all raw data sheets, and records of laboratory analyses, sample calculations and data on equipment calibration.

b. Defendant shall have submitted to Illinois EPA, for review and approval as set forth in Paragraph III.D.8, an ambient air monitoring plan (“Air Monitoring Plan”) that includes, at a minimum:

- i. a detailed description of the process for collecting and analyzing air samples for EtO at various locations near the Site and in the community every third day over a 30-day period while the Site is in operation;
- ii. a schedule for implementation that includes a commencement date for ambient air monitoring not later than 14 days of the date of Illinois EPA’s written approval of the Stack Test Results Report, provided, however, in the event that Willowbrook I is not in

operation, Defendant shall propose an alternative start date to Illinois EPA for its approval; and

- iii. A requirement that as soon as practicable but no later than 30 days after the date of the collection of the air samples pursuant to the approved Air Monitoring Plan, Defendant shall submit to Illinois EPA, for review and approval as set forth in Paragraph III.D.8, a report of the results of such testing (the “Air Monitoring Results Report”). The Air Monitoring Results Report shall include, at a minimum:

- aa. A summary of results;
- bb. A description of the test method(s), including a description of sample locations; and
- cc. Wind and weather information for the sampling period.

4. ***Conditions Precedent to Restarting Operations at Willowbrook I.***

a. Construction Completion Report.

- i. Prior to Defendant’s restart of Operations at Willowbrook I, Defendant shall have submitted to the State, for review and approval as set forth in Paragraph III.D.8, a report (the “Construction Completion Report”) which includes, at a minimum:

- aa. A detailed description of Defendant’s compliance with the Construction Permit issued by Illinois EPA;
- bb. The dates of Illinois EPA’s written approval of the (i) Stack Test Protocol and (ii) Air Monitoring Plan; and

cc. A certification of Defendant's demonstration of 100% capture of all areas containing EtO in accordance with U.S. Environmental Protection Agency Method 204 ("PTE Demonstration").

ii. The State's approval of the Construction Completion Report shall be conditioned upon Defendant's compliance with the Illinois EPA-issued Construction Permit, Illinois EPA's approval, in writing, of the Stack Test Protocol and Air Monitoring Plan and Defendant's certification of the PTE Demonstration. If such conditions are met, the State shall provide written approval of the Construction Completion Report to Defendant.

5. ***Cessation of Operations Upon Test Failure.*** If the Stack Testing demonstrates that the Required Control Efficiency is not being met, without any further order of Court, Defendant shall immediately cease Operations at Willowbrook I until (a) measures are in place that ensure the Required Control Efficiency is met and (b) the State approves such measures in writing.

6. ***Best Management Practices ("BMPs").*** Following Defendant's restart of Operations at Willowbrook I, Defendant shall implement and maintain the following BMPs:

- a. Reduce the Lower Explosive Limit ("LEL") trigger for opening sterilization chambers to remove product from 25% to 5% of the LEL;
- b. Minimize the generation of EtO emissions within the facility, including:
 - i. when emptying sterilization chambers of product, remove and immediately transport pallets directly to an aeration room, and in no event shall pallets be staged in the aisle before transporting to an aeration room; and

- ii. maximize, to the extent practicable, the duration that a product remains in an aeration room before removal, consistent with approvals by the U.S. Food and Drug Administration and customer shipping demands for each particular product;
- c. Monitor and manage the dry bed reactor media;
- d. Review and update the BMPs identified in Paragraphs 6(a)-(c) at Willowbrook I on an annual basis; and
- e. Keep a record, in writing, at Willowbrook I of all of the BMPs identified in Paragraphs 6(a)-(c) for up to 3 years, which record shall be made available for review by Illinois EPA upon request.

7. ***Emergency Temporary Operations.*** Notwithstanding any other provision in this Consent Order, and solely at the discretion of the State, the State may approve temporary, limited Operations at Willowbrook I if the State obtains information identifying a critical need for sterilization of one or more medical devices necessary to protect public health. The State's approval of temporary limited Operations, if granted under this paragraph, will be in writing and will include specific parameters that will govern such Operations. Defendant's operations under this paragraph shall comply with the terms and conditions in the State's written approval. Defendant acknowledges and agrees that the decision to approve temporary, limited re-opening under this provision is not subject to Dispute Resolution under Section III.H or review by the Court.

8. ***Review Process for Defendant's Submittals Required Under This Consent Order.***

With respect to each of the plans and reports that Defendant submits to Illinois EPA or the State, as applicable, under this Consent Order, the following review process shall apply:

a. Illinois EPA's review and approval of any of Defendant's submissions shall be in consultation with Plaintiff.

b. For submissions subject to review and approval by the State, the State shall provide a single, joint response accepting, accepting with conditions, or rejecting each such submission.

c. If any plan or report is accepted with conditions or rejected, within 10 business days after the date of the written notice of such acceptance with conditions or rejection, Defendant shall submit a revised plan or report to Illinois EPA or the State, as applicable, that addresses all of the identified conditions or deficiencies.

d. Upon issuance of a written approval of any plan or report, Defendant shall implement such plan or report in accordance with its approved terms and schedule.

e. Illinois EPA and the State, as applicable, shall make every effort to expedite review of Defendant's submittals with a goal of providing a written response within 30 days of receipt of each submittal. If Illinois EPA or the State, as applicable, is unable to provide a response within 30 days of receipt, Defendant shall be notified that additional time for review is required and shall provide the reason why additional time is necessary. Following such notification, Illinois EPA or the State, as applicable, shall have no more than 15 days to complete the review. Defendant may seek relief from the Court to the extent the process of reviewing and approving any submittal has become unreasonably delayed beyond the additional time requested for review. Notwithstanding anything herein to the

contrary, the provisions set forth in the Act regarding permit applications, including any required deadlines, govern Illinois EPA's review of the construction permit application described in Paragraph III.D.2. In addition to the foregoing, Illinois EPA or the State, as applicable, shall not unreasonably withhold its written approval of a submission made by Defendant under this Consent Order.

9. ***Prohibition on Operations at Willowbrook II.*** Defendant shall not conduct Operations at Willowbrook II unless and until: (a) it receives a final, effective construction permit from Illinois EPA; (b) the Parties amend this Consent Order by attaching that final, effective construction permit to this Consent Order; and (c) the Court enters such amendment. The Parties' intent is for any resumption of Operations at Willowbrook II to adhere to a similar process to that which is required for resumption of Operations of Willowbrook I and include an enforceable schedule, recognizing, however, that the modifications that will be made to Willowbrook II prior to any resumption of Operations are likely to differ in scope and in kind. The Parties agree that the construction permit application must include, at a minimum:

a. A schedule for Defendant's submission of a construction permit application for Willowbrook II, and a list of items that must be set forth in such application, including, without limitation, 100% capture and an overall control efficiency of 99.9% based on total mass of EtO measured at the inlet and the exhaust of the control system or 0.2 parts per million at the exhaust of the control system;

b. A schedule for Defendant's submission of a stack test protocol and ambient air monitoring plan for Willowbrook II, and a list of items that must be included in such protocol and plan;

c. The conditions precedent to Defendant's restart of Operations at

Willowbrook II, including the requirement that Defendant shall submit to the State for approval a Construction Completion Report and receive approval from the State prior to the resumption of Operations at Willowbrook II;

d. The cessation of Operations at Willowbrook II if the stack testing at Willowbrook II demonstrates that the Required Control Efficiency is not being met; and

e. A list of the best management practices at Willowbrook II.

10. ***Operating Permit Renewal.*** The terms and conditions of any Construction Permit(s) issued by Illinois EPA shall be included in the facility's operating permit renewal application for the Site.

11. Illinois EPA, its employees and representatives, shall have the right of entry into and upon Defendant's Site which is the subject of this Consent Order, at all reasonable times for the purposes of conducting inspections and evaluating compliance status. In conducting such inspections, Illinois EPA, its employees and representatives, may take photographs, collect samples and collect information, as they deem necessary. Defendant shall have the opportunity to assert that any such photographs or information collected from the Site be handled as trade secrets or confidential business information. Defendant shall be permitted to retain a copy of any documents collected from the Site. The Attorney General, his employees and representatives, and the DuPage County State's Attorney, his employees and representatives, may attend any inspection of the Site with Illinois EPA.

12. This Consent Order in no way affects the responsibilities of Defendant to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board regulations.

13. Defendant shall (a) comply with the Illinois EPA-issued Construction Permit, and

(b) cease and desist from future violations of the Act and Board regulations that were the subject matter of the Complaint.

E. Complete Agreement

This Consent Order constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than reports or other documents that are subsequently submitted and approved pursuant to this Consent Order, the Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order.

F. Force Majeure

1. *Force majeure* is an event arising solely beyond the control of Defendant, which prevents the timely performance of any of the requirements of this Consent Order and shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, and labor disputes beyond the reasonable control of Defendant. An increase in costs associated with implementing any requirement of this Consent Order shall not, by itself, excuse Defendant for a failure to comply with such a requirement.

2. When a *force majeure* event occurs which causes or may cause a delay in the performance of any of the requirements of this Consent Order, Defendant shall orally notify Illinois EPA (James Morgan at 217.524.1376) within 48 hours of obtaining knowledge of the occurrence. Written notice shall be given to Plaintiff's representatives as listed in Section III.I of this Consent Order as soon as practicable, but no later than 10 calendar days after the claimed occurrence. This

section shall be of no effect as to the particular event involved if Defendant fails to comply with these notice requirements.

3. Within 10 calendar days of receipt of any written *force majeure* notice, Plaintiff shall respond in writing regarding Defendant's claim of a delay or impediment to performance. If Plaintiff agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of Defendant and that Defendant could not have prevented the delay by the exercise of due diligence, the Parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay, by a period equivalent to the delay actually caused by such circumstances. Such stipulation may be filed as a modification to this Consent Order. Defendant shall not be liable for stipulated penalties for the period of any such stipulated extension.

4. If Plaintiff does not accept Defendant's claim of a *force majeure* event, the Defendant must file a petition with the Court within 20 calendar days of receipt of Plaintiff's determination in order to contest the imposition of stipulated penalties. Plaintiff shall have 20 calendar days to file its response to said petition. The burden of proof of establishing that a *force majeure* event prevented the timely performance shall be upon Defendant. If this Court determines that the delay or impediment to performance has been or will be caused by circumstances solely beyond the control of Defendant and that Defendant could not have prevented the delay by the exercise of due diligence, Defendant shall be excused as to that event (including any imposition of stipulated penalties), for all requirements affected by the delay, for a period of time equivalent to the delay or such other period as may be determined by this Court.

G. Enforcement and Modification of Consent Order

1. This Consent Order is a binding and enforceable order of this Court. This Court

shall retain jurisdiction of this matter and shall consider any motion by any Party for the purposes of interpreting and enforcing the terms and conditions of this Consent Order. The Parties agree that notice of any subsequent proceeding to enforce this Consent Order may be made by certified mail, and waive any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court (except relating to any restart of Operations at Willowbrook II in accordance with Paragraph III.D.9). A request for any modification shall be made in writing and submitted to the representatives designated in Section III.I of this Consent Order. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

H. Dispute Resolution

1. Except as provided herein, the Parties to the Consent Order may seek to informally resolve disputes arising under this Consent Order, including but not limited to Illinois EPA's or the State's decision regarding appropriate or necessary response activity, approval or denial of any report, plan or other submission, or Plaintiff's rejection of a request for modification or termination of the Consent Order. Plaintiff reserves the right to seek enforcement by the Court where Defendant has failed to satisfy any compliance deadline within this Consent Order. The following are also not subject to the dispute resolution procedures provided by this section: a claim of *force majeure*, a failure to make any required payment and any circumstances posing a substantial danger to the environment or to the public health or welfare of persons.

2. The dispute resolution procedure must be invoked by a Party through a written

notice describing the nature of the dispute and the party's position with regard to such dispute. The other Party shall acknowledge receipt of the notice and schedule a meeting to discuss the dispute informally not later than 14 calendar days from the receipt of such notice. These informal negotiations shall be concluded within 30 calendar days from the date of the first meeting between the Parties, unless the Parties agree, in writing, to shorten or extend this period. The invocation of dispute resolution, in and of itself, shall not excuse compliance with any requirement, obligation or deadline contained herein, and stipulated penalties may be assessed for failure or noncompliance during the period of dispute resolution; provided, however, while stipulated penalties may continue to accrue during any dispute resolution period, such stipulated penalties need not be paid until 30 days after the dispute is resolved. As part of the resolution of any dispute, the Parties to the Consent Order, by agreement or by order of this Court, may extend or modify the schedule for completion of work under this Consent Order to account for the delay in the work that occurred as a result of dispute resolution.

3. In the event that the Parties are unable to reach agreement during the informal negotiation period, Plaintiff shall provide Defendant with a written summary of its position regarding the dispute. The position advanced by Plaintiff shall be considered binding unless, within 20 calendar days of Defendant's receipt of the written summary of Plaintiff's position, Defendant files a petition with this Court seeking judicial resolution of the dispute. Plaintiff shall respond to the petition by filing the administrative record of the dispute and any argument responsive to the petition within 20 calendar days of service of Defendant's petition. The administrative record of the dispute shall include the written notice of the dispute, any responsive submittals, Plaintiff's written summary of its position, Defendant's petition before the Court and Plaintiff's response to

the petition. Plaintiff's position shall be affirmed unless, based upon the administrative record, it is against the manifest weight of the evidence.

I. Notice and Submittals

Except for payments, the submittal of any notice, reports or other documents required under this Consent Order, shall be delivered to the following designated representatives:

FOR PLAINTIFF

Daniel Rottenberg

Stephen Sylvester

Assistant Attorneys General, Environmental Bureau

Office of the Illinois Attorney General

69 W. Washington Street, 18th floor

Chicago, Illinois 60602

Phone: (312)814-3816/2087

Fax: (312)814-2347

drottenberg@atg.state.il.us

ssylvester@atg.state.il.us

Lisa A. Smith

Assistant State's Attorney

DuPage County State's Attorney

503 N. County Farm Road

Wheaton, IL 60137

Lisa.smith@dupageco.org

FOR ILLINOIS EPA

James Morgan

Deputy General Counsel, Division of Legal Counsel

Illinois Environmental Protection Agency

P.O. Box 19276

1021 North Grand Avenue East

Springfield, IL 62794-9276

James.morgan@Illinois.gov

Kevin Mattison
Compliance Section, Des Plaines (3rd Floor)
Illinois Environmental Protection Agency
9511 Harrison Street
Des Plaines, IL 60016
Kevin.Mattison@illinois.gov
(one hard copy of each submittal, and email copy)

Compliance Section #40
Bureau of Air
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794
kent.mohr@illinois.gov
(one hard copy of each submittal, and email copy)

FOR DEFENDANT
Sterigenics U.S., LLC
Attn: President, Vice President Environmental Health and Safety, and General
Counsel
2015 Spring Road, Suite 650
Oak Brook, IL 60523

Byron F. Taylor
Sidley Austin LLP
1 S. Dearborn
Chicago, IL 60603

J. Release Provisions

1. *Seal Order Release.* Within 2 business days of the entry of this Consent Order, Illinois EPA shall remove the Seal Order. Upon removal of the Seal Order by Illinois EPA, (a) Defendant releases, waives and forever discharges the State, and any agent, officer, or employee thereof, from all actions, claims, causes of actions and demands for any costs, attorney's fees, damages or other relief that Defendant asserted in the Federal Litigation and the State Seal Order Litigation or could have asserted to challenge the Seal Order, including without limitation claims for damages based on the issuance of the Seal Order, as of the date the Court enters this Consent

Order, and (b) within 2 business days of Illinois EPA's removal of the Seal Order, the Parties shall file a joint stipulation of dismissal of the State Seal Order Litigation with prejudice.

2. *Complaint Release.*

a. Upon written confirmation of the escrow agent's receipt of the escrow funds required under Section III.A. of this Consent Order, the State releases, waives and forever discharges Defendant from any monetary penalties or other monetary payments for alleged violations of the Act, Board regulations and common law that were the subject matter of the Complaint or that could have been asserted as of the date the Court enters this Consent Order based on the facts asserted in the Complaint.

b. Upon the earlier to occur of (i) Illinois EPA's written approval of the Construction Completion Report or (ii) any termination of this Consent Order pursuant to Section III.K. below, the State releases, waives and forever discharges Defendant from any and all further injunctive relief or any other liabilities, subject to Paragraph III.J.2.a above, for the alleged violations of the Act, Board regulations and common law that were the subject matter of the Complaint or that could have been asserted as of the date the Court enters this Consent Order based on the facts asserted in the Complaint.

c. Plaintiff reserves, and this Consent Order is without prejudice to, all rights of the State against Defendant with respect to all other matters, including but not limited to the following:

- i. criminal liability;
- ii. liability for future violations;
- iii. liability for natural resources damage arising out of the alleged violations; and

- iv. Defendant's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, other than Defendant.

K. Termination

1. *Continued Operations.*

- a. Defendant may request that this Consent Order terminate no sooner than 5 years after Defendant has completed all actions required of Defendant in the Consent Order, provided that Defendant has been in compliance with the terms of the Consent Order for the 5 years preceding the request. Any such request must be made by notice to Plaintiff and include a statement that Defendant has completed all actions required by this Consent Order and has been in compliance with the terms of the Consent Order for the 5 years preceding the request and the following certification by a responsible corporate official of Defendant:

I certify under penalty of law that this statement was prepared under my direction or supervision, and that the information submitted in or accompanying this statement of final compliance is to the best of my knowledge true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and or imprisonment for knowing violations.

- b. Plaintiff shall notify Defendant of its decision on the request within 45 calendar days of Plaintiff's receipt of the request. If Plaintiff agrees to terminate this Consent Order, Plaintiff and Defendant shall jointly file a notice with the Court that the

Consent Order is terminated. If Plaintiff does not agree to terminate this Consent Order, Plaintiff shall provide Defendant written notification stating the reasons why this Consent Order should not be terminated and Defendant may then invoke the Dispute Resolution provisions. The Consent Order shall remain in effect pending resolution of any dispute by the Parties or the Court concerning whether Defendant has completed its obligations under this Consent Order and is in compliance with the terms of the Consent Order.

2. ***Permanent Cessation of Operations.***

If Defendant permanently ceases Operations at either Willowbrook I and/or Willowbrook II, including surrendering its Illinois EPA-issued permits relating to such Operations, the Parties shall jointly file a request that the Consent Order be terminated, solely as to the facility ceasing Operations, pursuant to the provisions of Paragraph III.K.1., except that Defendant need not comply with the 5-year time requirement as to the affected facility ceasing Operations.

3. The provisions of Paragraph III.D.13 and Section III.J (Release Provisions) of this Consent Order shall survive and shall not be subject to and are not affected by the termination of any other provision of this Consent Order.

L. Execution and Entry of Consent Order

This Consent Order shall become effective only when executed by all Parties to the Consent Order and the Court. This Consent Order may be executed by the Parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for each Party certify that they are fully authorized by the Party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

[Remainder of Page Blank; Text Continues on Page 30]

WHEREFORE, the Parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

AGREED:

PEOPLE OF THE STATE OF ILLINOIS
ex rel. KWAME RAOUL, Attorney General
of the State of Illinois,

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

By: Elizabeth Wallace
Elizabeth Wallace, Chief
Environmental Bureau
Assistant Attorney General

Date: 7/16/19

PEOPLE OF THE STATE OF ILLINOIS
ex. rel. ROBERT B. BERLIN, State's Attorney
for DuPage County, Illinois

BY: _____
Lisa Smith
Assistant State's Attorney

Date: _____

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JOHN J. KIM, Director
Illinois Environmental Protection Agency

BY: _____
DANA VETTERHOFFER
Acting Chief Legal Counsel

DATE: _____

WHEREFORE, the Parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

AGREED:

PEOPLE OF THE STATE OF ILLINOIS
ex rel. KWAME RAOUL, Attorney General
of the State of Illinois,

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

By: _____
Elizabeth Wallace, Chief
Environmental Bureau
Assistant Attorney General

Date: _____

PEOPLE OF THE STATE OF ILLINOIS
ex. rel. ROBERT B. BERLIN, State's Attorney
for DuPage County, Illinois

BY: Lisa Smith _____
Lisa Smith
Assistant State's Attorney

Date: July 16, 2019 _____

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JOHN J. KIM, Director
Illinois Environmental Protection Agency

BY: _____
DANA VETTERHOFFER
Acting Chief Legal Counsel

DATE: _____

WHEREFORE, the Parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

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PEOPLE OF THE STATE OF ILLINOIS
ex rel. KWAME RAOUL, Attorney General
of the State of Illinois,

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

By: _____
Elizabeth Wallace, Chief
Environmental Bureau
Assistant Attorney General

Date: _____

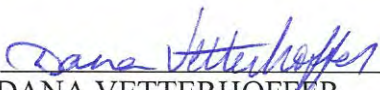
PEOPLE OF THE STATE OF ILLINOIS
ex. rel. ROBERT B. BERLIN, State's Attorney
for DuPage County, Illinois

BY: _____
Lisa Smith
Assistant State's Attorney

Date: _____

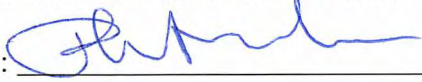
ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JOHN J. KIM, Director
Illinois Environmental Protection Agency

BY: 
DANA VETTERHOFFER
Acting Chief Legal Counsel

DATE: 7-16-19

FOR DEFENDANT STERIGENICS U.S., LLC

BY: _____

Philip W. Macnabb
President of Sterigenics U.S., LLC

DATE: 16 July 2019

ENTERED: _____

J U D G E

DATED: _____



8B

Adult-Use Cannabis Resources

7/16/19

TABLE OF CONTENTS

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Fact Sheet

Adult-Use Cannabis

Adult-Use Cannabis

Public Act 101-0027 creates the Cannabis Regulation and Tax Act and was signed into law by Governor JB Pritzker on June 25, 2019. Effective January 1, 2020, the Act legalizes the possession and private use of cannabis for Illinois residents over 21 years of age.



7/15/19

LOCAL REGULATION OF CONSUMPTION

Municipalities may not restrict the private consumption of cannabis that is authorized by the Act. However, the Act prohibits the use of cannabis in public places, schools and child care facilities among other locations. Municipalities may adopt and enforce local ordinances to regulate possession and public consumption of cannabis so long as the regulations and penalties are consistent with the Act.

HOME GROW LIMITED TO MEDICAL PROGRAM PARTICIPANTS

Home grow cannabis will be authorized only for medical cannabis program participants, and is limited to five plants in their residence and subject to specified restrictions. Home grow of recreational cannabis by non-medical participants is prohibited. [More information about the medical cannabis program is available via this link.](#)



ZONING

The Act preserves local zoning authority and directly authorizes municipalities to prohibit (opt out) or significantly limit the location of cannabis businesses by ordinance. Municipalities will have the authority to enact reasonable zoning regulations that are not in conflict with the act. This would include the authority to opt out of either commercial production or distribution (dispensaries) of adult-use cannabis within their jurisdiction. Municipalities also may enact zoning ordinances and regulations designating the time, place, manner and number of cannabis business operations, including minimum distances between locations through conditional use permits.

BUSINESS REGULATION

In addition to zoning authority, municipalities will have the authority to allow for on-premise use of cannabis at locations to be determined locally. The Act anticipates that local authorities will engage in inspections of cannabis-related businesses. Municipalities may establish and impose civil penalties for violations of the local ordinances and regulations.



LOCAL REVENUE

Municipalities, by ordinance, may impose a Municipal Cannabis Retailers' Occupation Tax on adult-use cannabis products of up to 3% of the purchase price, in .25% increments. Counties may impose up to 3.75% in unincorporated areas, in .25% increments. The taxes imposed under this Act shall be in addition to all other occupation, privilege or excise taxes imposed by the State of Illinois or by any unit of local government, such as sales tax.



SMOKE FREE ILLINOIS ACT

The Act applies the restrictions of the Smoke Free Illinois Act on smoking cannabis, and provides that property owners may prohibit the use of cannabis by any guest, lessee, customer or visitor. In addition, lessors may prohibit cultivation of cannabis by their lessees.

EMPLOYER PROVISIONS

The Act provides employer protections including that nothing in the enactment prohibits employers from adopting reasonable zero-tolerance or drug-free workplace employment policies concerning drug testing, smoking, consumption, storage or use of cannabis in the workplace or while on-call. These policies must be applied in a nondiscriminatory manner. Employers may prohibit the use of cannabis by employees in the workplace, and engage in discipline, including termination, for violations of those policies and workplace rules.

STATE LICENSING

The Act authorizes the production and distribution of cannabis and cannabis products through state-licensed cultivators, craft growers, infusers, transporters and dispensaries. Cannabis transporters will be separately licensed by the Act, as well. A market study due in March 2021 will inform future licensing. The state will issue licenses according to a graduated scale. By the end of the first year, there will be up to 295 dispensing organizations. The Act will allow up to 500 dispensing organizations by January 1, 2022. Cultivators will be capped at 50, and 100 craft growers will be allowed. By that same date, 100 infusers will also be authorized to be licensed.

GRANTS AND INVESTMENT

The Act establishes the Restore, Reinvest and Renew (R3) Program to invest in communities historically impacted by economic disinvestment and violence. The Illinois Criminal Justice Information Authority (ICJIA) will identify R3 areas that qualify for funding, and grants will be awarded by the R3 Board. A 22-member R3 Board will award grants throughout the state, subject to an application process and the Government Accountability and Transparency Act (GATA); the R3 Board shall be chaired by the Lt. Governor.

SOCIAL EQUITY

The Act provides for a social equity program to establish a legal cannabis industry that is accessible to those most adversely impacted by the enforcement of drug-related laws in this state, including cannabis-related laws. Qualifying social equity applicants may be awarded financial assistance and incentives if they are interested in establishing cannabis related businesses.

DECRIMINALIZATION AND EXPUNGEMENTS

A significant portion of the Act addresses the decriminalization of cannabis through mandatory and discretionary expungements of criminal convictions relating to non-violent cannabis offenses.

STATE REVENUE

State revenues derived from the Cannabis Regulation and Tax Act will be deposited into the Cannabis Regulation Fund. The funds will be distributed to multiple state agencies for implementation of the Act. The legalization of adult cannabis also includes a new source of Local Government Distributive Fund (LGDF) dollars. A portion of the Cannabis Regulation Fund revenues (8% of deposits) will go to local governments, through LGDF, which will be used to fund crime prevention programs, training and interdiction efforts. The Cannabis Regulation Fund is derived from moneys collected from state taxes, license fees and other amounts required to be transferred into the Fund.



Model Ordinance

Municipal Cannabis Business Prohibition

**MODEL ORDINANCE
MUNICIPAL CANNABIS BUSINESS PROHIBITION**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY/VILLAGE OF _____
BY THE ADDITION OF [ARTICLE/CHAPTER] _____
PROHIBITING CANNABIS BUSINESS ESTABLISHMENTS**

WHEREAS, the City/Village has the authority to adopt ordinances and to promulgate rules and regulations [that pertain to its government and affairs and] that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which provides that the City/Village has the authority to prohibit adult-use cannabis business establishments; and

WHEREAS, the City/Village has determined that the operation of cannabis business establishments would present adverse impacts upon the health, safety and welfare of the residents, and additional costs, burdens and impacts upon law enforcement and regulatory operations of the City/Village; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City/Board of Trustees of the Village of _____ as follows:

SECTION 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. Cannabis Business Establishments Prohibited. Chapter ____ of the Municipal Code of the City/Village of _____ shall be amended by the addition of [Article/Chapter] ____ that will read as follows:

ARTICLE [CHAPTER] ____ Cannabis Business Establishments Prohibited.

1. Definitions. The following words and phrases shall, for the purposes of this Article [Chapter], have the meanings respectively ascribed to them by this section, as follows:

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: A cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure

and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

PERSON: Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

2. Cannabis Business Establishments Prohibited. The following Adult-Use Cannabis Business Establishments are prohibited in the City/Village of _____. No person shall locate, operate, own, suffer, allow to be operated or aide, abet or assist in the operation within the City/Village of _____ of any of the following:

Adult-Use Cannabis Craft Grower
Adult-Use Cannabis Cultivation Center
Adult-Use Cannabis Dispensing Organization
Adult-Use Cannabis Infuser Organization or Infuser
Adult-Use Cannabis Processing Organization or Processor
Adult-Use Cannabis Transporting Organization or Transporter

3. Public Nuisance Declared. Operation of any prohibited Cannabis Business Establishment within the City/Village in violation of the provisions of this Article [Chapter] is hereby declared a public nuisance and shall be abated pursuant to all available remedies.

4. Violations. Violations of this Article [Chapter] may be enforced in accordance with the provisions of Article [Chapter] ____ of this Code.

5. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

ADOPTED THIS _____ day of _____, 20__.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS _____ day of _____, 20__.

Mayor/Village President

ATTEST:

City/Village Clerk



Model Ordinance

Municipal Cannabis Business Zoning

**MODEL ORDINANCE
MUNICIPAL CANNABIS BUSINESS ZONING**

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER __ (ZONING TITLE, PURPOSE, DEFINITIONS), CHAPTER __ (GENERAL ZONING PROVISIONS), CHAPTER __ (COMMERCIAL DISTRICTS), AND CHAPTER __ (INDUSTRIAL DISTRICTS) OF TITLE __ (ZONING ORDINANCE) OF THE _____ MUNICIPAL CODE PERTAINING TO ADULT-USE CANNABIS

WHEREAS, the City/Village of _____, Illinois, has enacted Municipal Code Regulations for the purpose of improving and protecting the public health, safety, comfort, convenience and general welfare of the people; and

WHEREAS, the State of Illinois enacted the Cannabis Regulation and Tax Act (Act), which pertains to the possession, use, cultivation, transportation and dispensing of adult-use cannabis, which became effective June 25, 2019; and

WHEREAS, pursuant to the Act, the City/Village may enact reasonable zoning ordinances or resolutions not in conflict with the Act, regulating cannabis business establishments, including rules adopted governing the time, place, manner and number of cannabis business establishments, and minimum distance limitations between cannabis business establishments and locations the City/Village deems sensitive; and

WHEREAS, on _____, the City Council/Village Board initiated an amendment to Title __ (Zoning Ordinance) to review and consider additional amendments to further regulate adult-use cannabis facilities within the City/Village of _____; and

WHEREAS, the Planning and Zoning Commission/Zoning Board of Appeals conducted public hearings, as required by law, on _____ and _____, in regards to the proposed amendments to Title __ (Zoning Ordinance) of the _____ Municipal Code pertaining to adult-use cannabis; and

WHEREAS, the Planning and Zoning Commission/Zoning Board of Appeals recommended approval of the proposed amendments to Title __ (Zoning Ordinance) on _____.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City/Board of Trustees of the Village of _____ as follows:

SECTION 1: The recitals set forth above are incorporated herein.

SECTION 2: Chapter __ (Zoning Title, Purpose, Definitions) of Title __ (Zoning Ordinance) of the _____ Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, as follows:

* * *

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT:

An adult-use cannabis cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION:

A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR:

A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER:

An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

* * *

SECTION 3: Chapter __ (General Zoning Provisions) of Title __ (Zoning Ordinance) of the _____ Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, as follows:

* * *

: ADULT-USE CANNABIS:

1. Purpose and Applicability: It is the intent and purpose of this Section to provide regulations regarding the cultivation, processing and dispensing of adult-use cannabis occurring within the corporate limits of the City/Village of _____. Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) (Act), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.

2. Conditional Use: Adult-Use Cannabis Business Establishment facilities, as defined herein, requiring approval of a conditional use in the respective districts in which they are requested shall be processed in accordance with Section ____ (Conditional Uses) of this Title and Section 3 (Adult-Use Cannabis Facility Components) as provided herein.

3. Adult-Use Cannabis Facility Components: In determining compliance with Section ____ (Conditional Uses) of this Title, the following components of the Adult-Use Cannabis Facility shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties:

3.1 Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.

3.2 Proposed structure in which the facility will be located, including co-tenancy (if in a multi-tenant building), total square footage, security installations/security plan and building code compliance.

3.3 Hours of operation and anticipated number of customers/employees.

3.4 Anticipated parking demand based on Section ____ and available private parking supply.

3.5 Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.

3.6 Site design, including access points and internal site circulation.

3.7 Proposed signage plan.

3.8 Compliance with all requirements provided in Section 4 (Adult-Use Cannabis Craft Grower); Section 5 (Adult-Use Cannabis Cultivation Center); Section 6 (Adult-Use Cannabis Dispensing Organization); Section 7 (Adult-Use Cannabis Infuser Organization); Section 8 (Adult-Use Cannabis Processing Organization); or Section 9 (Adult-Use Cannabis Transporting Organization), as applicable.

3.8 Other criteria determined to be necessary to assess compliance with Section ____ (Conditional Uses) of this Title.

4. Adult-Use Cannabis Craft Grower: In those zoning districts in which an Adult-Use Cannabis Craft Grower may be located, the proposed facility must comply with the following:

4.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

4.2 Facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.

4.3 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

4.4 For purposes of determining required parking, Adult-Use Cannabis Craft Grower shall be classified as “_____” per Section ____ (Schedule of Off-Street Parking Requirements: Industrial Uses), provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section ____ (Adult-Use Cannabis: Conditional Use) herein.

4.5 Petitioner shall file an affidavit with the City/Village affirming compliance with Section ____ as provided herein and all other requirements of the Act.

5. Adult-Use Cannabis Cultivation Center: In those zoning districts in which an Adult-Use Cannabis Cultivation Center may be located, the proposed facility must comply with the following:

5.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

5.2 Facility may not be located within 1,500 feet of the property line of a pre-existing property zoned or used for residential purposes.

5.3 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

5.4 For purposes of determining required parking, Adult-Use Cannabis Cultivation Centers shall be classified as “_____” per Section ____ (Schedule of Off-Street Parking Requirements: Industrial Uses), provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section ____ (Adult-Use Cannabis: Conditional Use) herein.

5.5 Petitioner shall file an affidavit with the City/Village affirming compliance with Section ____ as provided herein and all other requirements of the Act.

6. Adult-Use Cannabis Dispensing Organization: In those zoning districts in which an Adult-Use Cannabis Dispensing Organization may be located, the proposed facility must comply with the following:

6.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

6.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

6.3 At least 75% of the floor area of any tenant space occupied by a dispensing organization shall be devoted to the activities of the dispensing organization as authorized by the Act, and no dispensing organization shall also sell food for consumption on the premises other than as authorized in Section 6.5 below in the same tenant space.

6.4 Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

6.5 Facility may be issued a permit to host on-site consumption of cannabis if located in a freestanding structure occupied solely by the dispensing organization and smoke from the facility does not migrate into an enclosed area where smoking is prohibited. The security plan for the facility required by Section 10 (Additional Requirements) shall also reflect adequate provisions to respond to disruptive conduct and over-consumption. The on-site consumption permit shall be reviewed annually and may be suspended or revoked following notice and hearing as provided in Section ____ of the City/Village of Municipal Code.

6.6 For purposes of determining required parking, said facilities shall be classified as “_____” per Section ____ (Schedule of Off-Street Parking Requirements: Commercial Uses) of the City/Village of _____ Municipal Code, provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section ____ (Adult-Use Cannabis: Conditional Use) herein.

6.7 Petitioner shall file an affidavit with the City affirming compliance with Section _____ as provided herein and all other requirements of the Act.

7. Adult-Use Cannabis Infuser Organization: In those zoning districts in which an Adult-Use Cannabis Infuser Organization may be located, the proposed facility must comply with the following:

7.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

7.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

7.3 At least 75% of the floor area of any tenant space occupied by an infusing organization shall be devoted to the activities of the infusing organization as authorized by the Act. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

7.4 For purposes of determining required parking, said facilities shall be classified as “_____” per Section ____ (Schedule of Off-Street Parking Requirements: Commercial Uses) of the City/Village of _____ Municipal Code, provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section ____ (Adult-Use Cannabis: Conditional Use) herein.

7.5 Petitioner shall file an affidavit with the City affirming compliance with Section _____ as provided herein and all other requirements of the Act.

8. Adult-Use Cannabis Processing Organization: In those zoning districts in which an Adult-Use Cannabis Processing Organization may be located, the proposed facility must comply with the following:

8.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

8.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

8.3 At least 75% of the floor area of any tenant space occupied by a processing organization shall be devoted to the activities of the processing organization as authorized by the Act. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

8.4 For purposes of determining required parking, said facilities shall be classified as "_____ " per Section _____ (Schedule of Off-Street Parking Requirements: Commercial Uses) of the City/Village of _____ Municipal Code, provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section _____ (Adult-Use Cannabis: Conditional Use) herein.

8.5 Petitioner shall file an affidavit with the City affirming compliance with Section _____ as provided herein and all other requirements of the Act.

9. Adult-Use Cannabis Transporting Organization: In those zoning districts in which an Adult-Use Transporting Organization may be located, the proposed facility must comply with the following:

9.1 Facility may not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

9.2 Facility may not be located in a dwelling unit or within 250 feet of the property line of a pre-existing property zoned or used for residential purposes.

9.3 The transporting organization shall be the sole use of the tenant space in which it is located. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.

9.4 For purposes of determining required parking, said facilities shall be classified as "_____ " per Section _____ (Schedule of Off-Street Parking Requirements: _____) of the City/Village of _____ Municipal Code, provided, however, that the City/Village may require that additional parking be provided as a result of the analysis completed through Section _____ (Adult-Use Cannabis: Conditional Use) herein.

9.5 Petitioner shall file an affidavit with the City affirming compliance with Section _____ as provided herein and all other requirements of the Act.

10. Additional Requirements: Petitioner shall install building enhancements, such as security cameras, lighting or other improvements, as set forth in the conditional use permit, to ensure the safety of employees and customers of the adult-use cannabis business establishments, as well as its environs. Said improvements shall be determined based on the specific characteristics of the

floor plan for an Adult-Use Cannabis Business Establishment and the site on which it is located, consistent with the requirements of the Act.

11. Co-Location of Cannabis Business Establishments. The City/Village may approve the co-location of an Adult-Use Cannabis Dispensing Organization with an Adult-Use Cannabis Craft Grower Center or an Adult-Use Cannabis Infuser Organization, or both, subject to the provisions of the Act and the Conditional Use criteria within the City/Village of _____ Municipal Code. In a co-location, the floor space requirements of Section 6.3 and 7.3 shall not apply, but the co-located establishments shall be the sole use of the tenant space.

SECTION 4: Chapter __ (Commercial Districts) of Title __ (Zoning Ordinance) of the City/Village of _____ Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, as follows:

ARTICLE A. B-1 GENERAL COMMERCIAL DISTRICT

_____: **PERMITTED USES:**

* * *

_____: **CONDITIONAL USES:**

The following conditional uses may be permitted in specific situations in accordance with the procedures outlined in Section _____ and Chapter __ of this Title, as appropriate:

* * *

Adult-Use Cannabis Dispensing Organization.

ARTICLE B. B-2. INTENSE COMMERCIAL DISTRICT

_____: **PERMITTED USES:**

* * *

_____: **CONDITIONAL USES:**

The following conditional uses may be permitted in specific situations in accordance with the procedures outlined in Section _____ and Chapter __ of this Title, as appropriate:

* * *

Adult-Use Cannabis Dispensing Organization.

Adult-Use Cannabis Infuser Organization.

Adult-Use Cannabis Processing Organization.

Adult-Use Cannabis Transporting Organization.

SECTION 5: Chapter __ (Industrial Districts) of Title __ (Zoning Ordinance) of the City/Village of _____ Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, as follows:

ARTICLE A. I-1 GENERAL INDUSTRIAL DISTRICT

_____: **PERMITTED USES:**

* * *

_____: **CONDITIONAL USES:**

The following conditional uses may be permitted in specific situations in accordance with the procedures outlined in Section _____ and Chapter __ of this Title, as appropriate:

* * *

Adult-Use Cannabis Craft Grower Organization.
Adult-Use Cannabis Dispensing Organization.
Adult-Use Cannabis Infuser Organization.
Adult-Use Cannabis Processing Organization.
Adult-Use Cannabis Transporting Organization.

ARTICLE B. I-2 HEAVY INDUSTRIAL DISTRICT

_____: **PERMITTED USES:**

* * *

_____: **CONDITIONAL USES:**

The following conditional uses may be permitted in specific situations in accordance with the procedures outlined in Section _____ and Chapter ____ of this Title, as appropriate:

* * *

Adult-Use Cannabis Craft Grower Organization.
Adult-Use Cannabis Cultivation Organization.
Adult-Use Cannabis Dispensing Organization.
Adult-Use Cannabis Infuser Organization.
Adult-Use Cannabis Processing Organization.
Adult-Use Cannabis Transporting Organization.

SECTION 6: Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect upon its passage and approval as required by law.

ADOPTED THIS _____ day of _____, 20__.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS _____ day of _____, 20__.

Mayor/Village President

ATTEST:

City/Village Clerk



Model Ordinance

Municipal Cannabis Retailer's Occupation Tax

**MODEL ORDINANCE
MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY/VILLAGE OF _____
BY THE ADDITION OF [ARTICLE/CHAPTER] _____
IMPOSING A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX**

WHEREAS, the City/Village has the authority to adopt ordinances and to promulgate rules and regulations [that pertain to its government and affairs and] that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/11-8-22 *et seq.* (Act); and

WHEREAS, this Ordinance is intended to impose the tax authorized by the Act providing for a municipal cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City/ Board of Trustees of the Village of _____ as follows:

SECTION 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. Adoption of Tax. Chapter ____ of the Municipal Code of the City/Village of _____ shall be amended by the addition of [Article/Chapter] ____ that will read as follows:

ARTICLE [CHAPTER] ____ Municipal Cannabis Retailers' Occupation Tax.

1. Tax imposed; Rate.

(a) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the City/Village at the rate of 3% of the gross receipts from these sales made in the course of that business.

(b) The imposition of this tax is in accordance with the provisions of Sections 8-11-22, of the Illinois Municipal Code (65 ILCS 5/8-11-22).

2. Collection of tax by retailers.

(a) The tax imposed by this Ordinance shall be remitted by such retailer to the Illinois Department of Revenue (Department). Any tax required to be collected pursuant to or as authorized by this Ordinance and any such tax collected by such retailer and required to be remitted to the Department shall constitute a debt owed by the retailer to the State. Retailers may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.

(b) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department. The Department shall have full power to administer and enforce the provisions of this article.

3. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect for all sales on or after the first day of January, 2020. Copies of this Ordinance shall be certified and sent to the Illinois Department of Revenue prior to September 30, 2019.

[NOTE: Any new ordinance or amendment to an existing ordinance can take effect only on September 1. To be effective September 1, an ordinance must be adopted and filed with the Department of Revenue by June 1.]

ADOPTED THIS _____ day of _____, 20__.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

APPROVED THIS _____ day of _____, 20__.

Mayor/Village President

ATTEST:

City/Village Clerk

Disclaimers & Referrals

IML has assembled these resources for your municipality's consideration. It is strongly recommended that you consult with your municipal attorney or other qualified counsel prior to considering or adopting any of the model ordinances. The model ordinances are being provided as a reference for use in drafting an ordinance for your community. The model ordinances may require adaptation and modification to conform to your community's determinations and specific code provisions.

It is further recommended that local law enforcement officials discuss the mandated expungements with your municipality's retained attorney or other qualified counsel, as well as the state's attorney's office in your county to gain a full understanding of the issue and process and to be in compliance with what may be complicated expungement provisions. IML shall not provide direction or counsel on this aspect of the new law, due to the myriad factors that could impact each municipality differently.

State Agency Contacts

Illinois Department of Agriculture

Website: <https://www2.illinois.gov/sites/agr/Pages/default.aspx>

Phone: (217) 785-4789

Illinois Department of Financial and Professional Regulation

Website: <https://www.idfpr.com/profs/adultusecan.asp>

Phone: (888) 473-4858

Email: FPR.AdultUseCannabis@illinois.gov

Illinois Department of Public Health

Website: www.dph.illinois.gov

Phone: (217) 782-4977

These contacts are likely to be expanded and updated as additional agency resources are made available.

From: [Brad Cole](#)
Subject: IML: Adult-Use Cannabis Resources
Date: Tuesday, July 16, 2019 5:53:47 PM

DATE: July 16, 2019

TO: Mayors/Village Presidents/Town Presidents
Managers/Administrators
Municipal Attorneys/Corporation Counsels
Clerks/Deputy Clerks

FROM: Brad Cole, Executive Director
Illinois Municipal League

RE: Adult-Use Cannabis Resources

As a service to our members, the Illinois Municipal League (IML) has compiled and drafted relevant information and resources to consider when determining the local regulation of adult-use cannabis.

[IML's Adult-Use Cannabis Resources are available via this link.](#)

On June 25, 2019, Governor JB Pritzker signed [Public Act 101-0027 \(available via this link\)](#), the Cannabis Regulation and Tax Act (Act). The Act legalizes private consumption and possession of cannabis for Illinois residents over 21 years of age. Non-residents may legally possess lower amounts of cannabis. The Act also provides for the state licensure and regulation of a variety of adult-use cannabis business establishments, preserves the legalization of medical cannabis and includes a provision allowing "home grow" of cannabis by medical cannabis program participants. Otherwise, "home grow" of cannabis is prohibited.

[Fact Sheet: Adult-Use Cannabis is available via this link.](#)

Municipal Cannabis Business Prohibition

Illinois municipalities may prohibit cannabis business establishments from locating in their jurisdiction by adoption of a local ordinance. IML recommends a public hearing in advance of the adoption of such an ordinance to create a record that supports that determination. While local governments are required to allow medical cannabis dispensaries subject only to local zoning provisions, adult-use cannabis business establishments may be prohibited.

The first state licenses for adult-use cannabis business establishments are anticipated to be issued to organizations operating existing medical dispensaries, authorizing retail sales of adult-use cannabis at those locations starting January 1, 2020. Municipalities with medical dispensaries operating in their jurisdiction may limit or prohibit adult-use cannabis business establishments through local ordinances, but may want to consider adopting those provisions in order to provide those existing dispensaries clear direction in advance of any application.

[Linked here is the model ordinance: Municipal Cannabis Business Prohibition.](#)

Municipal Cannabis Business Zoning

Local regulation of authorized adult-use cannabis business establishments is enabled by the Act, primarily through zoning as conditional uses. It is recommended that a cannabis regulatory ordinance be adopted as an amendment to your municipality's zoning code or zoning ordinance. A model ordinance has been provided for that purpose. If your municipality does not have a zoning code or zoning ordinance, you may want to consider adopting one in order to exercise the regulatory provisions available to your community.

[Linked here is the model ordinance: Municipal Cannabis Business Zoning.](#)

In addition to the conditional use authority for authorized adult-use cannabis business

establishments, municipalities have the option of authorizing on-site consumption of cannabis and co-location of craft growers, infusers and dispensaries. These options are included in the model ordinance and may be deleted if those options are not supported by the municipality. Similarly, the model ordinance includes a number of minimum distance limitations that municipalities may want to adopt or adjust. Among the options municipalities may want to include would be minimum distance limitations between other cannabis establishments, liquor establishments, schools, daycare centers, nursing homes or other uses the municipality deems sensitive.

The Illinois Municipal Code requires a public hearing conducted by the local planning commission or committee designated by the corporate authorities before any amendment to a zoning ordinance is permitted. The municipality's zoning board of appeals can serve this function, or where a planning commission has been established, this function is usually delegated to it. Additional public hearings on cannabis regulation may be warranted if extensive community input is desired or would be helpful. As the state legislation allows for "reasonable" local regulation, public hearings will develop a record and provide a basis upon which courts may uphold local ordinances, if challenged.

Notice of the required zoning hearing must be given by publication not more than 30 days or less than 15 days before the hearing. Notice must be published in one or more newspapers in the municipality or, where no newspaper is so published, in one or more newspapers of general circulation in the community. All meetings of planning commissions and zoning boards of appeals are to be open to the public and subject to the Open Meetings Act.

For more information about zoning and land use issues in general, you may wish to consult our newly published [Zoning Handbook for Municipal Officials, available for purchase via this link.](#)

Municipal Cannabis Retailers' Occupation Tax

If your municipality has determined it will authorize the retail sale of adult-use cannabis by approved dispensing organizations, the Act allows for the imposition of a municipal tax under the Municipal Cannabis Retailers' Occupation Tax Law. The tax may be up to 3% of the gross receipts of cannabis products, and must be imposed in 0.25 % increments. While the law presently would allow for the tax to be effective not sooner than September 1, 2020, IML recommends that municipalities consider adopting the tax ordinance imposing the tax effective on January 1, 2020, and certify the ordinance to the Illinois Department of Revenue by October 1, 2019, in anticipation of a legislative amendment to the Act that may authorize the local tax as of January 1, 2020.

[Linked here is the model ordinance: Municipal Cannabis Retailers' Occupation Tax.](#)

The state will also derive revenues from state taxes and license fees imposed on cannabis business establishments, with a portion of those proceeds distributed to local governments, including municipalities, to fund crime prevention programs, training and interdiction efforts. These state taxes and license fees will be imposed in addition to the above described Municipal Cannabis Retailers' Occupation Tax, and all other occupation, privilege or excise taxes imposed by the State of Illinois or by any unit of local government.

The previously cited model ordinances are provided as reference materials, and will need to be adjusted to reflect the preferences and determinations of each municipality. It is essential that you review this information with your municipality's retained attorney or other qualified counsel to ensure appropriate provisions and procedural steps are included.

Employer Provisions Impacting Municipalities

The Act provides that employers may maintain "reasonable" Drug Free Workplace Policies, but the Act includes amendments to the [Right to Privacy in the Workplace Act, 820 ILCS 55 \(available via this link\)](#), which make it clear that discrimination against employees for using products that are lawful under state law is prohibited.

Employers may prohibit employees from use or possession of cannabis in the workplace and while on-call, but must have a good faith basis for disciplining employees who appear to be under the influence of cannabis while at the workplace. A review of your existing policy with an employment

attorney is recommended. Any revisions to policies should be communicated to and acknowledged by all employees, and managers need to be trained on those revised policies.

Expungements of Local Law Enforcement Records

The Act includes a schedule of expungement provisions that require local law enforcement to automatically expunge all criminal history records of an arrest, charge not initiated by arrest, order of supervision or order of qualified probation for a "minor cannabis offense" if: 1) one year or more has elapsed since the date of the arrest or law enforcement interaction documented in the records; and, 2) no criminal charges were filed relating to the arrest or law enforcement interaction or criminal charges were filed and subsequently dismissed or vacated or the arrestee was acquitted. "Minor Cannabis Offense" as defined in the Act means a violation of Section 4 (possession) or Section 5 (delivery) of the [Cannabis Control Act \(available via this link\)](#) concerning not more than 30 grams of any substance containing cannabis, provided the violation did not include a penalty enhancement under Section 7 of the Cannabis Control Act and is not associated with an arrest, conviction or other disposition for a violent crime as defined in subsection (c) of Section 3 of the [Rights of Crime Victims and Witnesses Act \(available via this link\)](#).

The schedule requires records created on or after January 1, 2013, to be expunged by January 1, 2021. Records created prior to January 1, 2013, but on or after January 1, 2000, shall be expunged prior to January 1, 2023. Records created prior to January 1, 2000, shall be expunged prior to January 1, 2025. Additional expungements will be subject to court orders. While there is some considerable time before the first expungement deadline, review of these requirements and development of an expungement process well in advance of those deadlines is recommended.

It is further recommended that local law enforcement officials discuss this matter with your municipality's retained attorney or other qualified counsel, as well as the state's attorney's office in your county to gain a full understanding of the issue and process and to be in compliance with what may be complicated expungement provisions. IML shall not provide direction or counsel on this aspect of the new law, due to the myriad factors that could impact each municipality differently.

Please feel welcome to contact us by phone at (217) 525-1220 or email at IMLLegal@iml.org, if you have additional questions or concerns. Thanks.

BRAD COLE | Executive Director

ILLINOIS MUNICIPAL LEAGUE

500 East Capitol Avenue | PO Box 5180 | Springfield, Illinois 62705

phone: 217.525.1220 | cell: 618.201.7320 | fax: 217.525.7438

email: bcole@iml.org | personal: brad.cole@hotmail.com | www.iml.org

8C



TABULATION OF BIDS

Tuesday, July 16, 2019, 11:00 A.M. 7660 County Line Road, Burr Ridge, Illinois, 60527

2019 Water Main Replacement

Village of Burr Ridge
Cook and DuPage Counties

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	Engineer's Estimate		Ceccin Plumbing & Heating, Inc. 4N275 Cavalry Drive Bloomington, IL 60108		Marlam Construction Inc. 1200 Gasket Drive Elgin, IL 60120		Unique Plumbing Co. Inc. 9408 47th Street Brookfield, IL 60053		Vian Construction Inc. 1041 Martha Elk Grove Village, IL 60007		Austin Tyler Construct., Inc. 23343 S Ridge Road Elwood, IL 60421		Swallow Construct. Corp. 4250 Lacey Road Downers Grove, IL 60515		H Linden & Sons, Inc. 722 E South Street, Unit D Piano, IL 60545	
				ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	DUST CONTROL WATERING	UNIT	10.0	\$250.00	\$2,500.00	\$150.00	\$1,500.00	\$160.00	\$1,600.00	\$500.00	\$5,000.00	\$100.00	\$1,000.00	\$500.00	\$5,000.00	\$100.00	\$1,000.00	\$95.00	\$950.00
2	SUPPLEMENTAL WATERING	UNIT	5.0	\$45.00	\$225.00	\$1.00	\$5.00	\$1.00	\$5.00	\$128.70	\$643.50	\$300.00	\$1,500.00	\$60.00	\$300.00	\$100.00	\$500.00	\$110.00	\$550.00
3	TRENCH BACKFILL	CY	1,941.0	\$35.00	\$67,935.00	\$1.00	\$1,941.00	\$42.00	\$81,522.00	\$39.04	\$75,776.64	\$26.00	\$50,466.00	\$53.00	\$102,873.00	\$1.00	\$1,941.00	\$38.00	\$73,758.00
4	TOPSOIL FURNISH AND PLACE, 4"	CY	80.0	\$4.00	\$320.00	\$45.00	\$3,600.00	\$56.00	\$4,480.00	\$110.00	\$8,800.00	\$58.00	\$4,640.00	\$80.00	\$6,400.00	\$5.00	\$400.00	\$48.00	\$3,840.00
5	EXPLORATORY EXCAVATION	EACH	7.0	\$250.00	\$1,750.00	\$450.00	\$3,150.00	\$510.00	\$3,570.00	\$750.00	\$5,250.00	\$125.00	\$875.00	\$400.00	\$2,800.00	\$150.00	\$1,050.00	\$25.00	\$175.00
6	TREE ROOT PRUNING	EACH	15.0	\$100.00	\$1,500.00	\$90.00	\$1,350.00	\$260.00	\$3,900.00	\$200.00	\$3,000.00	\$180.00	\$2,700.00	\$50.00	\$750.00	\$115.00	\$1,725.00	\$125.00	\$1,875.00
7	SODDING	SY	723.0	\$13.00	\$9,399.00	\$10.00	\$7,230.00	\$13.00	\$9,399.00	\$13.20	\$9,543.60	\$15.00	\$10,845.00	\$19.50	\$14,098.50	\$7.00	\$5,061.00	\$12.00	\$8,676.00
8	INLET FILTERS	EACH	11.0	\$150.00	\$1,650.00	\$150.00	\$1,650.00	\$185.00	\$2,035.00	\$121.00	\$1,331.00	\$140.00	\$1,540.00	\$95.00	\$1,045.00	\$135.00	\$1,485.00	\$140.00	\$1,540.00
9	AGGREGATE FOR TEMPORARY ACCESS	TON	22.0	\$40.00	\$880.00	\$50.00	\$1,100.00	\$46.00	\$1,012.00	\$22.00	\$484.00	\$20.00	\$440.00	\$30.00	\$660.00	\$50.00	\$1,100.00	\$24.00	\$528.00
10	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	40.0	\$25.00	\$1,000.00	\$40.00	\$1,600.00	\$44.00	\$1,760.00	\$49.00	\$1,960.00	\$45.00	\$1,800.00	\$57.00	\$2,280.00	\$54.00	\$2,160.00	\$58.00	\$2,320.00
11	CONCRETE GUTTER REMOVAL AND REPLACEMENT	FOOT	777.0	\$30.00	\$23,310.00	\$37.00	\$28,749.00	\$38.00	\$29,526.00	\$50.00	\$38,850.00	\$40.00	\$31,080.00	\$48.00	\$37,296.00	\$48.00	\$37,296.00	\$35.00	\$27,195.00
12	HMA SURFACE REMOVAL, 4"	SY	159.0	\$4.00	\$636.00	\$10.00	\$1,590.00	\$68.00	\$10,812.00	\$11.00	\$1,749.00	\$18.00	\$2,862.00	\$25.00	\$3,975.00	\$17.25	\$2,742.75	\$10.00	\$1,590.00
13	P.C.C. PAVEMENT REMOVAL, 10"	SY	257.0	\$20.00	\$5,140.00	\$13.00	\$3,341.00	\$26.00	\$6,682.00	\$22.00	\$5,654.00	\$22.00	\$5,654.00	\$36.00	\$9,252.00	\$15.00	\$3,855.00	\$38.00	\$9,766.00
14	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SY	479.0	\$40.00	\$19,160.00	\$47.00	\$22,513.00	\$55.00	\$26,345.00	\$43.83	\$20,994.57	\$45.00	\$21,555.00	\$66.00	\$31,614.00	\$62.00	\$29,698.00	\$44.00	\$21,076.00
15	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SY	6.0	\$75.00	\$450.00	\$150.00	\$900.00	\$322.00	\$1,932.00	\$190.00	\$1,140.00	\$87.00	\$522.00	\$100.00	\$600.00	\$300.00	\$1,800.00	\$1,000.00	\$6,000.00
16	WATER MAIN REMOVAL, 8"	FOOT	25.0	\$15.00	\$375.00	\$25.00	\$625.00	\$18.00	\$450.00	\$60.00	\$1,500.00	\$10.00	\$250.00	\$20.00	\$500.00	\$65.00	\$1,625.00	\$5.00	\$125.00
17	CLASS D PATCHING, TYPE IV, 8"	SY	42.0	\$70.00	\$2,940.00	\$85.00	\$3,570.00	\$196.00	\$8,232.00	\$82.50	\$3,465.00	\$124.00	\$5,208.00	\$135.00	\$5,670.00	\$110.00	\$4,620.00	\$100.00	\$4,200.00
18	CLASS D PATCHING, TYPE II, 9-1/2"	SY	32.0	\$75.00	\$2,400.00	\$105.00	\$3,360.00	\$198.00	\$6,336.00	\$101.20	\$3,238.40	\$124.00	\$3,968.00	\$160.00	\$5,120.00	\$135.00	\$4,320.00	\$100.00	\$3,200.00
19	CLASS D PATCHING, TYPE III, 9-1/2"	SY	10.0	\$80.00	\$800.00	\$115.00	\$1,150.00	\$198.00	\$1,980.00	\$99.00	\$990.00	\$129.00	\$1,290.00	\$165.00	\$1,650.00	\$125.00	\$1,250.00	\$100.00	\$1,000.00
20	CLASS D PATCHING, TYPE IV, 9-1/2"	SY	369.0	\$85.00	\$31,365.00	\$100.00	\$36,900.00	\$188.00	\$69,372.00	\$96.80	\$35,719.20	\$129.00	\$47,601.00	\$125.00	\$46,125.00	\$110.00	\$40,590.00	\$89.00	\$32,841.00
21	CLASS D PATCHING, TYPE IV, 12"	SY	37.0	\$100.00	\$3,700.00	\$140.00	\$5,180.00	\$206.00	\$7,622.00	\$121.60	\$4,499.20	\$150.00	\$5,550.00	\$190.00	\$7,030.00	\$180.00	\$6,660.00	\$121.00	\$4,477.00
22	P.C.C. PAVEMENT, 10"	SY	257.0	\$65.00	\$16,705.00	\$111.00	\$28,527.00	\$94.00	\$24,158.00	\$120.00	\$30,840.00	\$168.00	\$43,176.00	\$125.00	\$32,125.00	\$130.00	\$33,410.00	\$125.00	\$32,125.00
23	HMA BINDER COURSE, IL-19.0, N50	TON	22.0	\$75.00	\$1,650.00	\$140.00	\$3,080.00	\$286.00	\$6,292.00	\$154.00	\$3,388.00	\$185.00	\$4,070.00	\$130.00	\$2,860.00	\$162.00	\$3,564.00	\$200.00	\$4,400.00
24	HMA SURFACE COURSE, MIX "D", N50	TON	13.0	\$75.00	\$975.00	\$150.00	\$1,950.00	\$290.00	\$3,770.00	\$165.00	\$2,145.00	\$194.00	\$2,522.00	\$190.00	\$2,470.00	\$167.00	\$2,171.00	\$250.00	\$3,250.00
25	STORM SEWER REMOVAL AND REPLACEMENT WITH WMQ PIPE, 12"	FOOT	90.0	\$16.00	\$1,440.00	\$100.00	\$9,000.00	\$108.00	\$9,720.00	\$120.00	\$10,800.00	\$115.00	\$10,350.00	\$100.00	\$9,000.00	\$148.00	\$13,320.00	\$91.00	\$8,190.00
26	SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT WITH WMQ PIPE	FOOT	120.0	\$25.00	\$3,000.00	\$175.00	\$21,000.00	\$88.00	\$10,560.00	\$40.00	\$4,800.00	\$124.00	\$14,880.00	\$76.00	\$9,120.00	\$117.00	\$14,040.00	\$110.00	\$13,200.00
27	SANITARY SEWER REMOVAL AND REPLACEMENT WITH WMQ PIPE, 8"	FOOT	20.0	\$40.00	\$800.00	\$250.00	\$5,000.00	\$98.00	\$1,960.00	\$167.00	\$3,340.00	\$180.00	\$3,600.00	\$85.00	\$1,700.00	\$225.00	\$4,500.00	\$95.00	\$1,900.00
28	ZINC COATED DUCTILE IRON WATER MAIN, ENCASED IN V-BIO, 6"	FOOT	26.0	\$110.00	\$2,860.00	\$85.00	\$2,210.00	\$96.00	\$2,496.00	\$85.09	\$2,212.34	\$120.00	\$3,120.00	\$125.00	\$3,250.00	\$38.00	\$988.00	\$110.00	\$2,860.00
29	ZINC COATED DUCTILE IRON WATER MAIN, ENCASED IN V-BIO, 8"	FOOT	195.0	\$130.00	\$25,350.00	\$90.00	\$17,550.00	\$106.00	\$20,670.00	\$105.08	\$20,490.60	\$139.00	\$27,105.00	\$116.00	\$22,620.00	\$105.00	\$20,475.00	\$125.00	\$24,375.00
30	ZINC COATED DUCTILE IRON WATER MAIN, ENCASED IN V-BIO, 12"	FOOT	2,241.0	\$150.00	\$336,150.00	\$147.00	\$329,427.00	\$121.00	\$271,161.00	\$128.12	\$287,116.92	\$156.00	\$349,596.00	\$143.00	\$320,463.00	\$118.00	\$264,438.00	\$140.00	\$313,740.00
31	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	30.0	\$100.00	\$3,000.00	\$325.00	\$9,750.00	\$166.00	\$4,980.00	\$192.00	\$5,760.00	\$335.00	\$10,050.00	\$500.00	\$15,000.00	\$206.00	\$6,180.00	\$125.00	\$3,750.00
32	GATE VALVE, 8"	EACH	4.0	\$2,500.00	\$10,000.00	\$1,500.00	\$6,000.00	\$1,960.00	\$7,840.00	\$1,500.90	\$6,003.60	\$1,800.00	\$7,200.00	\$2,200.00	\$8,800.00	\$2,250.00	\$9,000.00	\$2,000.00	\$8,000.00
33	GATE VALVE, 12"	EACH	9.0	\$4,000.00	\$36,000.00	\$2,500.00	\$22,500.00	\$3,760.00	\$33,840.00	\$2,603.90	\$23,435.10	\$2,980.00	\$26,820.00	\$3,300.00	\$29,700.00	\$2,785.00	\$25,065.00	\$3,000.00	\$27,000.00
34	VALVE VAULT, TYPE A, 5' DIA.	EACH	3.0	\$5,000.00	\$15,000.00	\$3,500.00	\$10,500.00	\$4,890.00	\$14,670.00	\$3,000.00	\$9,000.00	\$3,480.00	\$10,440.00	\$2,300.00	\$6,900.00	\$200.00	\$600.00	\$2,800.00	\$8,400.00
35	VALVE VAULT, TYPE A, 6' DIA.	EACH	10.0	\$5,500.00	\$55,000.00	\$5,000.00	\$50,000.00	\$5,880.00	\$58,800.00	\$4,000.00	\$40,000.00	\$5,700.00	\$57,000.00	\$4,650.00	\$46,500.00	\$200.00	\$2,000.00	\$3,500.00	\$35,000.00
36	NEAR-SIDE WATER SERVICE, 1"	EACH	12.0	\$1,500.00	\$18,000.00	\$1,500.00	\$18,000.00	\$2,860.00	\$34,320.00	\$2,096.90	\$25,162.80	\$2,200.00	\$26,400.00	\$2,500.00	\$30,000.00	\$1,725.00	\$20,700.00	\$1,800.00	\$21,600.00
37	NEAR-SIDE WATER SERVICE, 1-1/2"	EACH	5.0	\$1,700.00	\$8,500.00	\$2,500.00	\$12,500.00	\$3,320.00	\$16,600.00	\$2,496.80	\$12,484.00	\$3,400.00	\$17,000.00	\$3,300.00	\$16,500.00	\$2,175.00	\$10,875.00	\$2,000.00	\$10,000.00
38	FAR-SIDE WATER SERVICE, 1"	EACH	5.0	\$2,200.00	\$11,000.00	\$2,500.00	\$12,500.00	\$3,670.00	\$18,350.00	\$2,871.90	\$14,359.50	\$3,350.00	\$16,750.00	\$3,050.00	\$15,250.00	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00
39	FAR-SIDE WATER SERVICE, 1-1/2"	EACH	5.0	\$2,500.00	\$12,500.00	\$3,500.00	\$17,500.00	\$3,910.00	\$19,550.00	\$3,845.80	\$18,229.00	\$4,800.00	\$24,000.00	\$4,070.00	\$20,350.00	\$3,525.00	\$17,625.00	\$3,500.00	\$17,500.00
40	FIELD LOK GASKETS FOR DI WATER MAIN, 12"	EACH	30.0	\$150.00	\$4,500.00	\$150.00	\$4,500.00	\$160.00	\$4,800.00	\$163.15	\$4,894.50	\$198.00	\$5,940.00	\$120.00	\$3,600.00	\$135.00	\$4,050.00	\$200.00	\$6,000.00



TABULATION OF BIDS

Tuesday, July 16, 2019, 11:00 A.M. 7660 County Line Road, Burr Ridge, Illinois, 60527

2019 Water Main Replacement

Village of Burr Ridge
Cook and DuPage Counties

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	Engineer's Estimate		Ceccin Plumbing & Heating, Inc. 4N275 Cavalry Drive Bloomington, IL 60108		Martam Construction Inc. 1200 Gasket Drive Elgin, IL 60120		Unique Plumbing Co. Inc. 9408 47th Street Brookfield, IL 60513		Vian Construction Inc. 1041 Marsha Elk Grove Village, IL 60007		Austin Tyler Construct., Inc. 23343 S Ridge Road Elwood, IL 60421		Swallow Construct. Corp. 4250 Lacey Road Downers Grove, IL 60515		H Linden & Sons, Inc. 722 E South Street, Unit D Piano, IL 60545	
				ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
41	HORIZONTAL DIRECTIONAL DRILL PVC WATER MAIN, 12"	FOOT	458.0	\$300.00	\$137,400.00	\$125.00	\$57,250.00	\$167.00	\$76,486.00	\$182.83	\$83,736.14	\$276.00	\$126,408.00	\$260.00	\$119,080.00	\$175.00	\$80,150.00	\$258.00	\$118,164.00
42	DUCTILE IRON PIPE INSTALLED IN STEEL CASING, 12"	FOOT	68.0	\$200.00	\$13,600.00	\$50.00	\$3,400.00	\$92.00	\$6,256.00	\$89.78	\$6,105.04	\$114.00	\$7,752.00	\$98.00	\$6,664.00	\$200.00	\$13,600.00	\$255.00	\$17,340.00
43	PVC PIPE INSTALLED IN STEEL CASING, 12"	FOOT	100.0	\$150.00	\$15,000.00	\$35.00	\$3,500.00	\$90.00	\$9,000.00	\$154.00	\$15,400.00	\$114.00	\$11,400.00	\$88.00	\$8,800.00	\$132.00	\$13,200.00	\$150.00	\$15,000.00
44	STEEL CASING PIPE AUGERED AND JACKED, 24"	FOOT	168.0	\$500.00	\$84,000.00	\$540.00	\$90,720.00	\$466.00	\$78,288.00	\$847.41	\$142,364.88	\$795.00	\$133,560.00	\$595.00	\$99,960.00	\$800.00	\$134,400.00	\$710.00	\$119,280.00
45	FIRE HYDRANTS W/ AUXILIARY VALVE AND VALVE BOX	EACH	6.0	\$4,000.00	\$24,000.00	\$5,500.00	\$33,000.00	\$4,780.00	\$28,680.00	\$5,121.90	\$30,731.40	\$5,000.00	\$30,000.00	\$7,400.00	\$44,400.00	\$9,500.00	\$57,000.00	\$6,000.00	\$36,000.00
46	PRESSURE CONNECTION TO EXISTING WATER MAIN W/ 12 X12 MECHANICAL JOINT TAPPING SLEEVE	EACH	1.0	\$4,500.00	\$4,500.00	\$12,000.00	\$12,000.00	\$9,410.00	\$9,410.00	\$8,279.50	\$8,279.50	\$14,000.00	\$14,000.00	\$9,500.00	\$9,500.00	\$14,500.00	\$14,500.00	\$12,000.00	\$12,000.00
47	REMOVE WATER VALVE	EACH	3.0	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$320.00	\$960.00	\$2,550.00	\$7,650.00	\$1,000.00	\$3,000.00	\$2,300.00	\$6,900.00	\$200.00	\$600.00	\$1,000.00	\$3,000.00
48	CUT & INSTALL ENDCAPS	EACH	11.0	\$200.00	\$2,200.00	\$1,500.00	\$16,500.00	\$1,310.00	\$14,410.00	\$2,300.00	\$25,300.00	\$1,400.00	\$15,400.00	\$1,500.00	\$16,500.00	\$500.00	\$5,500.00	\$2,000.00	\$22,000.00
49	CUT IN CONNECTIONS	EACH	7.0	\$4,000.00	\$28,000.00	\$4,750.00	\$33,250.00	\$2,260.00	\$15,820.00	\$8,600.00	\$60,200.00	\$1,600.00	\$11,200.00	\$5,600.00	\$39,200.00	\$14,500.00	\$101,500.00	\$5,000.00	\$35,000.00
50	FIRE HYDRANTS TO BE REMOVED	EACH	6.0	\$1,000.00	\$6,000.00	\$650.00	\$3,900.00	\$800.00	\$4,800.00	\$700.00	\$4,200.00	\$600.00	\$3,600.00	\$650.00	\$3,900.00	\$250.00	\$1,500.00	\$750.00	\$4,500.00
51	TRAFFIC CONTROL & PROTECTION	EACH	1.0	\$25,000.00	\$25,000.00	\$48,000.00	\$48,000.00	\$70,000.00	\$70,000.00	\$72,598.80	\$72,598.80	\$30,870.00	\$30,870.00	\$33,200.00	\$33,200.00	\$250,000.00	\$250,000.00	\$180,000.00	\$180,000.00
52	CONSTRUCTION LAYOUT	L SUM	1.0	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$9,800.00	\$9,800.00	\$21,539.50	\$21,539.50	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00	\$9,000.00	\$9,000.00
53	THERMOPLASTIC PAVEMENT MARKINGS- LINE 24"	FOOT	15.0	\$8.00	\$120.00	\$125.00	\$1,875.00	\$188.00	\$2,820.00	\$16.50	\$247.50	\$140.00	\$2,100.00	\$20.00	\$300.00	\$300.00	\$4,500.00	\$75.00	\$1,125.00
54	ADDITIONAL HAULING SURCHARGE, NON-SPECIAL WASTE	CY	50.0	\$75.00	\$3,750.00	\$75.00	\$3,750.00	\$76.00	\$3,800.00	\$66.00	\$3,300.00	\$89.00	\$4,450.00	\$65.00	\$3,250.00	\$1.00	\$50.00	\$60.00	\$3,000.00
AS-READ TOTAL BID					\$1,094,883.04		\$1,030,143.00		\$1,173,639.00		\$1,238,000.03		\$1,261,334.00		\$1,276,900.50		\$1,315,192.75		\$1,337,381.00
AS-CORRECTED TOTAL BID					\$1,094,935.00		N/A		N/A		\$1,235,702.23		\$1,261,105.00		N/A		\$1,315,378.75		N/A



VILLAGE OF BURR RIDGE
 7660 County Line Road
 Burr Ridge, IL 60527
 (630) 654-8181

APPLICATION FOR RAFFLE LICENSE

1. Name of Organization: Aging Care Connections
2. Address: 111 W. Harris Avenue, LaGrange, IL 60525
3. Mailing Address if Different From Above: Same as above
4. Type of Organization (please attach documentary evidence):

<input type="checkbox"/> Religious	<input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Business	<input type="checkbox"/> Labor
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Educational	<input type="checkbox"/> Veterans	
5. Length of Time Organization Has Been in Existence: 47 years
6. Place and Date of Incorporation: LaGrange, IL. 1971
7. Number of Members in Good Standing: N/A
8. President/Chairperson: Debra Verschelde
111 W. Harris Ave, LaGrange, IL. 60525 708-452-1111
 Address Telephone
9. Raffle Manager: Linda Hussey
111 W. Harris Ave, LaGrange, IL. 60525 708-452-1111
 Address Telephone
10. Designated Organization Member(s) Who Will Be Responsible for Conduct and Operation of Raffles (attach additional sheet if necessary):
Linda Hussey and Jan Walch
 Name
111 W. Harris Ave, LaGrange, IL. 60525 708-452-1111
 Address Telephone
11. Date(s) For Raffle Ticket Sales: Friday, September 13, 2019

12. Location of Raffle Ticket Sales (license will be limited to sales in the specified areas within the Village of Burr Ridge):

The Chicago Marriott Southwest at Burr Ridge

13. Date(s) and Time for Determining Raffle Winners: September 13, 2019 between 6pm + 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):

The Chicago Marriott Southwest at Burr Ridge

Location

200 Burr Ridge Parkway, Burr Ridge, IL 60527

Address:

Telephone

630-986-4100

15. Total Retail Value of ALL Prizes Awarded in Raffle: \$ 1,000.⁰⁰

16. Maximum Retail Value of EACH Prize Awarded in Raffle: \$ 1,000.⁰⁰

17. Maximum Price Charged for Each Chance Sold: \$ 100.⁰⁰

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."

Aging Care Connections

Name of Organization

[Signature]

Presiding Officer

Edward Gervain

[Signature]

Secretary

Jerry J. Burjan

Board of Directors

Edward P. Gervain, Jr.
President

Mark Ptacek
Vice President

Gregory Pierce
Treasurer

Jerry J. Burjan
Secretary

Michael D. Doepke

Dennis Foley

Tamara Jurgenson

Shannon Kutchek

Dale Lilburn

Beth McCormack

Catherine McCrory

Saronne Milano

Frank Munaretto

Nick Pann

Dan Voss

William S. Wilson

Lee Burkey, Jr.
Emeritus Member

Debra Verschelde
Executive Director

*Serving 38 communities in
Leyden, Lyons, Norwood
Park, Proviso and Riverside
Townships*

June 25, 2019

Village of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527
Attn: Village Clerk

Subject: Application for License to Conduct Raffle

Attached hereto is an Application for License to Conduct Raffle pursuant to Ordinance of the Village of Burr Ridge. According to the terms of the ordinance, a Fidelity Bond in the amount of \$5,000 is required by the Village of Burr Ridge. Aging Care Connections hereby requests a waiver of the Fidelity Bond requirement again for 2019, as was granted in 2018, based on the following:

1. Aging Care Connections has been in business as a not-for-profit organization for 47 years. During that time there has never been a breach of fiduciary duty or any individual charged with dishonesty.
2. Aging Care Connections can and hereby does indemnify the Village of Burr Ridge against any loss or misuse of funds from the raffle.
3. Aging Care Connections is licensed with the Federal and State Governments to provide services to individuals. These authorities are extremely cautious in contracting with any organization. As a result, the fact that for 47 years Aging Care Connections has been a Federal and State Contractor should allay any concerns that the Village of Burr Ridge may have relating to the credibility of Aging Care Connections.

Thank you for your consideration.

Regards,



Debra Verschelde
Executive Director



June 26, 2019

Aging Care Connections is hosting a fundraiser at Chicago Marriott Southwest at Burr Ridge. The event is to take place on Friday, September 13th 2019.

Sincerely,

A handwritten signature in blue ink that reads 'Jill Rinozzi'.

Jill Rinozzi

Director of Sales and Marketing

Direct: 630.568.7834

From: [David Preissig](#)
To: [Douglas Pollock](#); [Julie Tejkowski](#); [Karen Thomas](#)
Cc: [John Wernimont](#)
Subject: FW: Resignation
Date: Wednesday, July 10, 2019 6:54:32 AM

-----Original Message-----

From: Connor Rich
Sent: Tuesday, July 9, 2019 6:58 AM
To: David Preissig <dpreissig@burr-ridge.gov>
Subject: Resignation

Good morning Dave,

As of yesterday morning I was officially offered a full time position very close to where I live. I definitely cannot pass up this opportunity. I did indeed enjoy my time working for the Village of Burr Ridge, but a full time job was exactly what I needed. With that being said and the lack of time I will have, Friday July 12th 2019 will formally be my last day. I apologize for any inconveniences and for it being such a short notice. Being tons of pre-employment things I am taking care of next week and going to visit relatives down south next week I'm just crunched for time.

Thank you for your time.
Connor Rich



Board of Directors

David Baran	Paul Halloran
Kathy Bergholz	Tom Lonergan
Laurie Chang	Mari Pena
Barbara Dohrman	Michal Ploskonka
Mary Harrell	Kim Wenkus

15W400 Harvester Dr. Burr Ridge, IL 60527 Phone: 630-920-1969 Fax: 630-920-1973
www.burridgeparkfoundation.org

July 15, 2019

Village of Burr Ridge
 Board of Trustees
 7660 S. County Line Road
 Burr Ridge, IL 60527

RE: Pedal the Parks Request for Sign Placement

The Burr Ridge Community Park Foundation is holding its 7th Annual Pedal the Parks fundraiser to benefit the Burr Ridge Park District on Sunday, September 8, 2019 at 9AM. Our 10 mile tour route through the Village and parks will remain the same for participants of all ages with breakfast, entertainment and a free bike raffle.

We would like to request the placement of signage on certain intersections in the Village from Saturday, July 27 until Sunday, September 8. The same signage will also be printed in a smaller size similar to a political sign to be placed within Burr Ridge Park District park boundaries and in the front yards of foundation members/staff homes. These addresses are available if necessary. Permission is being received from any property owners where the signs will be located. The locations are:

Fifth Third Bank– 83rd and Madison SW Corner
 Burr Ridge Pkway & County Line Rd. SW Corner
 Madison & Frontage SE Corner
 79th & Madison NE Corner
 Gower Middle School
 Plainfield & County Line Rd. SW Corner
 91st & Madison NE Corner (Property is vacant)
 91st & Rt 83 SE Corner (Mc Donalds)

Thank You,

Jamie Janusz
 Supt. Of Finance, Burr Ridge Park District
 Staff Liaison, Burr Ridge Community Park Foundation

Bridging the gap between community spirit and park district needs

VILLAGE OF BURR RIDGE

8H

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 07/22/19

PAYMENT DATE: 07/23/19

FISCAL 19-20

FUND	FUND NAME	Pre-Paid	PAYABLE	TOTAL AMOUNT
10	General Fund	50.00	151,487.58	151,537.58
23	Hotel/Motel Tax Fund		14,503.51	14,503.51
32	Sidewalk/Pathway Fund		4,827.66	4,827.66
34	Storm Water Management Fund		1,010.50	1,010.50
41	Debt Service Fund		450.00	450.00
51	Water Fund		280,265.50	280,265.50
52	Sewer Fund		412.32	412.32
61	Information Technology	6,500.00	10,433.09	16,933.09
	TOTAL ALL FUNDS	\$ 6,550.00	\$ 463,390.16	\$ 469,940.16

PAYROLL

PAY PERIOD ENDING July 13, 2019

	TOTAL
	PAYROLL
Board	\$ 2,400.00
Administration	18,143.65
Finance	7,543.44
Police	120,285.28
Public Works	22,382.42
Water	26,093.27
Sewer	7,778.16
Information Technology	864.00
TOTAL	205,490.22
GRAND TOTAL	\$ 675,430.38

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 0000 Assets, Liabilities, Fund Bal					
10-0000-22-2225	BEAST Hardware/Software & Suppli	Porter Lee Corporation	07/10/19	22477	8,890.00
Total For Dept 0000 Assets, Liabilities, Fund Ba.					8,890.00
Dept 1010 Boards & Commissions					
10-1010-40-4040	FY2020 Local Contribution	Chicago Metropolitan Agenc	07/01/19	#FY2020--033	402.90
10-1010-50-5010	Burr Ridge/Labor General Jun19	Clark Baird Smith LLP	06/30/19	11452	1,360.00
10-1010-50-5010	General Legal Services May19	Klein, Thorpe & Jenkins, I	06/24/19	06/24/19	5,404.70
10-1010-50-5010	Sterigenics May19	Klein, Thorpe & Jenkins, I	06/24/19	06/24/19	4,537.72
10-1010-50-5010	Subdivision Exemption May19	Klein, Thorpe & Jenkins, I	06/24/19	06/24/19	117.00
10-1010-50-5010	General Legal Services Jun19	Klein, Thorpe & Jenkins, I	07/11/19	07/11/2019	2,671.50
10-1010-50-5010	Sterigenics Jun19	Klein, Thorpe & Jenkins, I	07/11/19	07/11/2019	4,913.40
10-1010-50-5015	Prosecution Services Jun19	Christine Charkewycz	07/02/19	49	780.00
10-1010-50-5030	B & C Phone Jun19	Call One	06/15/19	1213106-1136126 Jun1	79.52
10-1010-50-5030	B & C Phone Jul19	Call One	07/15/19	1213106-1136126 Jul1	80.64
10-1010-80-8025	BFPC Ads Jun19	Shaw Media	06/30/19	061910074574	1,490.00
Total For Dept 1010 Boards & Commissions					21,837.38
Dept 2010 Administration					
10-2010-50-5020	(1) Elevator Reinspection Jun19	Elevator Inspection Servic	06/19/19	85545	32.00
10-2010-50-5020	Site Review & Report May19	Urban Forest Management Ir	05/31/19	190437	337.50
10-2010-50-5030	Admin Phone Jun19	Call One	06/15/19	1213106-1136126 Jun1	1,312.14
10-2010-50-5030	Admin Phone Jul19	Call One	07/15/19	1213106-1136126 Jul1	1,330.62
10-2010-50-5075	Pre Construction Meeting Verizon	Dixon Engineering, Inc.	06/05/19	19-5305	1,050.00
10-2010-50-5075	Water Tower Inspections Sprint M	Dixon Engineering, Inc.	05/01/19	19-5176	2,850.00
10-2010-50-5075	Pre Construction Meeting Sprint	Dixon Engineering, Inc.	06/05/19	19-5304	1,150.00
10-2010-50-5075	Water Tower Inspections Verizon	Dixon Engineering, Inc.	05/01/19	19-5177	1,450.00
10-2010-50-5075	Plan Reviews Jun19	Don Morris Architects P.C.	06/30/19	06/30/2019	2,505.00
10-2010-50-5075	Inspections Jun19	Don Morris Architects P.C.	06/30/19	06/30/2019	3,430.00
Total For Dept 2010 Administration					15,447.26
Dept 4010 Finance					
10-4010-50-5030	Fin Phone Jun19	Call One	06/15/19	1213106-1136126 Jun1	397.62
10-4010-50-5030	Fin Phone Jul19	Call One	07/15/19	1213106-1136126 Jul1	403.22
Total For Dept 4010 Finance					800.84
Dept 4020 Central Services					
10-4020-50-5081	Insurance FSA Jun19	Discovery Benefits, Inc.	06/30/19	00010300002-IN	83.00
10-4020-60-6010	Kitchen Coffee Supplies VH Jul19	Commercial Coffee Service,	07/08/19	154255	62.40
10-4020-60-6010	8.5 x 11 copy paper Jul19	Impact Networking, LLC	07/10/19	1490367	330.00
10-4020-60-6010	Xerox Paper Jun19	Runco Office Supply	06/27/19	751743-0	41.99
Total For Dept 4020 Central Services					517.39
Dept 5010 Police					
10-5010-40-4032	Gloves/Mourning Band Jul19	JG Uniforms, Inc.	07/09/19	57480	148.55
10-5010-40-4032	Armor Carrier/Belt Jul19	JG Uniforms, Inc.	07/06/19	57393	840.45
10-5010-40-4032	Belt/Boots/Pants Glosky Jul19	Ray O'Herron Co., Inc.	07/05/19	1937326	212.95
10-5010-50-5020	Criminal/Phone Searches & Report	LexisNexis Risk Solutions	06/30/19	1267894-20190630	95.40
10-5010-50-5030	Pol Phone Jun19	Call One	06/15/19	1213106-1136126 Jun1	2,186.90
10-5010-50-5030	Outside Emergency Jun19	Call One	06/15/19	1213106-1136126 Jun1	47.12
10-5010-50-5030	Pol Phone Jul19	Call One	07/15/19	1213106-1136126 Jul1	2,217.69
10-5010-50-5030	Outside Emergency Jul19	Call One	07/15/19	1213106-1136126 Jul1	44.08
10-5010-50-5045	Dispatching Aug-Oct19	DU-COMM	07/01/19	16855	3,867.43
10-5010-50-5045	Dispatching Quarterly Shares Aug	DU-COMM	07/01/19	16811	77,228.00

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Fund 10 General Fund					
Dept 5010 Police					
10-5010-50-5050	Monthly Maintenance Radio Equipm	J&L Electronic Service, Ir	08/01/19	1002281	37.90
10-5010-50-5051	Car Washes PD Jun19	Fuller's Car Wash	06/30/19	6509 Jun19	145.99
10-5010-50-5095	(2) Local Use Rate Jul19	Motorola Solutions - STARC	07/01/19	43207632019	68.00
10-5010-50-5095	Towing Services Jul19	Tom & Jerry Tire & Service	07/10/19	2433	235.00
Total For Dept 5010 Police					87,375.46
Dept 6010 Public Works					
10-6010-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/02/19	383690	75.00
10-6010-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/09/19	383844	74.60
10-6010-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/16/19	384008	74.60
10-6010-40-4042	CDL Learners Permit Renewal Jul1	Alex Mezatis	07/16/19	07/16/2019	51.18
10-6010-40-4042	Mileage Reimbursement PW to VH J	Shirley Benedict	07/09/19	07/09/19	24.36
10-6010-50-5030	PW Phone Jun19	Call One	06/15/19	1213106-1136126 Jun1	662.70
10-6010-50-5030	PW Fax Line Jun19	Call One	06/15/19	1213106-1136126 Jun1	47.12
10-6010-50-5030	PW Phone Line Jun19	Call One	06/15/19	1213106-1136126 Jun1	165.05
10-6010-50-5030	PW Rustic Acres Jun19	Call One	06/15/19	1213106-1136126 Jun1	47.12
10-6010-50-5030	PW Fax Line Jul19	Call One	07/15/19	1213106-1136126 Jul1	44.14
10-6010-50-5030	PW Phone Line Jul19	Call One	07/15/19	1213106-1136126 Jul1	152.79
10-6010-50-5030	PW Rustic Acres Jul19	Call One	07/15/19	1213106-1136126 Jul1	44.08
10-6010-50-5030	PW Phone Jul19	Call One	07/15/19	1213106-1136126 Jul1	672.03
10-6010-50-5035	Water Main Replacement Notice Ju	Shaw Media	06/30/19	10074573 Jun19	159.66
10-6010-50-5050	Trailer Safety Testing Jul19	Courtney's Safety Lane, Ir	07/01/19	3012486	121.50
10-6010-50-5050	Service Call on PW Shop Compress	Fluid Aire Dynamics Co	06/25/19	IN-029779	1,975.05
10-6010-50-5051	Aerial Lift Inspection & Certifi	Power Equipment Leasing Co	06/27/19	W 1253	570.00
10-6010-50-5053	Special Sweeping Callout Jun19	Lakeshore Recycling System	06/30/19	PS271796	760.50
10-6010-50-5055	Maintenance-Signals 97th St RR C	COMED	07/05/19	3699071070 Jul19	36.83
10-6010-50-5055	CLR traffic signal maint- 2nd Qt	Cook County Treasurer	07/03/19	EMIM 2019	1,026.00
10-6010-50-5055	Railroad Horn Maintenance Jul19	Meade Electric Company, Ir	07/01/19	688950	147.91
10-6010-50-5055	Traffic Signal Maintenance Jun19	Meade Electric Company, Ir	06/30/19	688711	175.00
10-6010-50-5065	Village Street Lights Jun19	Dynegy Energy Services, LI	07/01/19	196015419061	2,882.13
10-6010-50-5085	Shop Towel rentals Jul19	Breens Inc.	07/02/19	383690	4.50
10-6010-50-5085	Shop Towel rentals Jul19	Breens Inc.	07/09/19	383844	4.50
10-6010-50-5085	Shop Towel rentals Jul19	Breens Inc.	07/16/19	384008	4.50
10-6010-50-5096	Weed Cutting Jul19	Vince's Flowers & Landscap	07/01/19	9763-L	382.50
10-6010-60-6010	Vinyl Tubing/Bleach/Brush Jun19	Menards - Hodgkins	06/24/19	28191	45.51
10-6010-60-6010	No Smoking Sign/Staples/Arrow Ju	Menards - Hodgkins	07/02/19	28750	49.85
10-6010-60-6042	Cold Patch Asphalt Jun19	K-Five Hodgkins, LLC	06/12/19	15905	833.00
10-6010-60-6042	Supplies-Streets Concrete Mix Ju	Menards - Hodgkins	07/12/19	29360	32.28
10-6010-60-6042	Turf Pro Black Seed 25lbs	Tameling Industries	06/20/19	0132301	150.00
10-6010-60-6042	Sun and Shade Mix 25lbs	Tameling Industries	06/20/19	0132301	225.00
10-6010-60-6042	Topsoil	Tameling Industries	06/20/19	0132301	256.00
10-6010-60-6043	1 Cu Yd Topsoil Jul19	Hinsdale Nurseries, Inc.	07/01/19	1646553	27.00
10-6010-60-6043	Supplies-Trees Tarp Jul19	Menards - Hodgkins	07/02/19	28758	7.96
10-6010-60-6050	Staple Gun Heavy Duty Jul19	Menards - Hodgkins	07/02/19	28750	17.97
10-6010-60-6050	Anitzap Service Minder, Clamp St	Monroe Truck Equipment, Ir	06/21/19	325550	109.41
Total For Dept 6010 Public Works					12,139.33
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Generator Maintenance - Police S	Nationwide Power Solutions	06/28/19	411822	595.40
10-6020-50-5052	Generator Maintenance - Public W	Nationwide Power Solutions	06/28/19	411822	429.15
10-6020-50-5052	Generator Maintenance - Village	Nationwide Power Solutions	06/28/19	411822	436.80
10-6020-50-5057	Added Areas	Desiderio Landscaping LLC	07/01/19	9747	238.76
10-6020-50-5057	Turf Weed Control and Fertilizer	Desiderio Landscaping LLC	07/01/19	9747	36.29

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Fund 10 General Fund					
Dept 6020 Buildings & Grounds					
10-6020-50-5057	Utility and Park Sites Jun19	Desiderio Landscaping LLC	07/01/19	9747	124.46
10-6020-50-5057	Maintenance-Grounds Jul19	Desiderio Landscaping LLC	07/01/19	9747 July2019	115.00
10-6020-50-5058	Mat rentals/PD Jul19	Breens Inc.	07/02/19	383685	20.50
10-6020-50-5058	Mat rentals/VH & PW Jul19	Breens Inc.	07/02/19	383685	6.00
10-6020-50-5058	Mat rentals/PD Jul19	Breens Inc.	07/09/19	383879	6.00
10-6020-50-5058	Mat rentals/VH & PW Jul19	Breens Inc.	07/09/19	383879	20.50
10-6020-50-5058	Mat rentals/PD Jul19	Breens Inc.	07/16/19	384003	6.00
10-6020-50-5058	Mat rentals/VH & PW Jul19	Breens Inc.	07/16/19	384003	20.50
10-6020-50-5058	Holding Cell Cleaning Jul19	Service Master	07/01/19	198706	283.00
10-6020-50-5080	Utilities Windsor Aerator Jul 19	COMED	07/05/19	9342034001 Jul19	104.86
10-6020-50-5080	Utilities Lakewood Aerator Jul 1	COMED	07/05/19	9258507004 Jul19	188.31
10-6020-50-5080	Utilities PW Jun19	Flagg Creek Water Reclamat	06/26/19	008917-000 Jun19	37.84
10-6020-60-6010	First Aid Supplies PW Jul19	AUCA Western First Aid & S	07/02/19	ORD5-001540	195.03
10-6020-60-6010	First Aid Supplies VH Jul19	AUCA Western First Aid & S	07/02/19	ORD5-001536	48.70
10-6020-60-6010	Lighting Supplies-Buildings Jun1	Industrial Electric Supply	06/24/19	1629	1,504.47
10-6020-60-6010	Condensate Pump Jun19	McMaster-Carr Supply Comp	06/27/19	99014288	100.02
10-6020-60-6010	Compression Insert/Nut Jun19	Menards - Hodgkins	06/25/19	28281	12.33
Total For Dept 6020 Buildings & Grounds					4,529.92
Total For Fund 10 General Fund					151,537.58
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5069	Added Areas	Desiderio Landscaping LLC	07/01/19	9747	1,081.53
23-7030-50-5069	Utility and Park Sites Jun19	Desiderio Landscaping LLC	07/01/19	9747	753.85
23-7030-50-5069	Roadside Mowing	Desiderio Landscaping LLC	07/01/19	9747	1,038.86
23-7030-50-5069	Municipal Campus Jun19	Desiderio Landscaping LLC	07/01/19	9747	4,019.36
23-7030-50-5069	Medians and Gateways Jun19	Desiderio Landscaping LLC	07/01/19	9747	4,148.33
23-7030-50-5069	County Line Rd at I-55 Jun19	Desiderio Landscaping LLC	07/01/19	9747	1,003.81
23-7030-50-5069	Spring & Fall Cleanup Jun19	Desiderio Landscaping LLC	07/01/19	9747	609.60
23-7030-50-5069	Turf Weed Control andFertilizer	Desiderio Landscaping LLC	07/01/19	9747	1,402.08
23-7030-50-5069	Landscape Maintenance at Vet. Me	Premier Landscape Contract	07/01/19	84386	352.00
23-7030-50-5075	Gateway Sign Jul19	COMED	07/03/19	1153168007 Jul19	21.82
23-7030-50-5075	Median Lighting Jul19	COMED	07/05/19	1319028022 Jul19	72.27
Total For Dept 7030 Special Revenue Hotel/Motel					14,503.51
Total For Fund 23 Hotel/Motel Tax Fund					14,503.51
Fund 32 Sidewalks/Pathway Fund					
Dept 8020 Sidewalks/Pathway					
32-8020-70-7052	Garfield Ave Sidewalkk Reconstru	Christopher B. Burke Engir	07/03/19	151218	4,827.66
Total For Dept 8020 Sidewalks/Pathway					4,827.66
Total For Fund 32 Sidewalks/Pathway Fund					4,827.66
Fund 34 Storm Water Management Fund					
Dept 8040 Storm Water Management					
34-8040-70-7051	County Line Road Storm Sewer Jun	Robinson Engineering, LTD	06/28/19	19060469	1,010.50
Total For Dept 8040 Storm Water Management					1,010.50
Total For Fund 34 Storm Water Management Fund					1,010.50
Fund 41 Debt Service Fund					

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 41 Debt Service Fund					
Dept 4030 Debt Service					
41-4030-80-8040	Paying Agent Fee Jun19	US Bank	06/25/19	5401411	450.00
Total For Dept 4030 Debt Service					450.00
Total For Fund 41 Debt Service Fund					450.00
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/02/19	383690	82.34
51-6030-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/09/19	383844	81.88
51-6030-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/16/19	384008	81.88
51-6030-50-5020	Leak Detection, First Hour Rate	M.E. Simpson Co. Inc.	06/30/19	33667	395.00
51-6030-50-5030	Water Phone Jun19	Call One	06/15/19	1213106-1136126 Jun1	596.43
51-6030-50-5030	Water Phone Jul19	Call One	07/15/19	1213106-1136126 Jul1	604.83
51-6030-50-5050	Pump Station Generator P/Maint,	Nationwide Power Solutions	06/28/19	411825	1,233.19
51-6030-50-5052	Turf Weed Control and Fertilizer	Desiderio Landscaping LLC	07/01/19	9747	36.29
51-6030-50-5052	Utility and Park Sites	Desiderio Landscaping LLC	07/01/19	9747	390.30
51-6030-50-5080	Utilities Well#5 Jul19	COMED	07/05/19	4497129061 Jul19	28.83
51-6030-50-5080	Utilities 2M Tank Jul19	COMED	07/05/19	9256332027 Jul19	114.81
51-6030-50-5080	Utilities Pump Center Jul19	Dynegy Energy Services, LI	07/10/19	310428719071	4,583.22
51-6030-60-6070	Water Purchases Jun19	Village of Bedford Park	06/01/19	0020060000 Jun19	269,452.50
51-6030-70-7000	Sensus 1.5" Omni C2 Water Meter	Core & Main LP	07/11/19	K830936	2,182.00
51-6030-70-7000	Sensus 1.5" LF Brass Oval Flange	Core & Main LP	07/11/19	K830936	130.00
51-6030-70-7000	Sensus 510M SmartPoint MXU TC Ty	Core & Main LP	07/11/19	K830936	248.00
51-6030-70-7000	Sensus #39A AMR Touchpad	Core & Main LP	07/11/19	K830936	24.00
Total For Dept 6030 Water Operations					280,265.50
Total For Fund 51 Water Fund					280,265.50
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/02/19	383690	25.61
52-6040-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/09/19	383844	25.47
52-6040-40-4032	Uniform rentals/cleaning Jul19	Breens Inc.	07/16/19	384008	25.47
52-6040-50-5030	Sewer Phone Jun19	Call One	06/15/19	1213106-1136126 Jun1	66.27
52-6040-50-5030	Sewer Phone Jul19	Call One	07/15/19	1213106-1136126 Jul1	67.20
52-6040-50-5080	Utilities Chasemoor Lift Station	COMED	07/05/19	03565950009 Jul19	202.30
Total For Dept 6040 Sewer Operations					412.32
Total For Fund 52 Sewer Fund					412.32
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	IT Support Remote/Onsite Jul19	Orbis Solutions	07/12/19	5569188	2,025.00
61-4040-50-5050	Repair Power Wireless Network Ju	Vons Electric, Inc.	07/09/19	14305	437.50
61-4040-50-5050	Repair Power Wireless Network Ap	Vons Electric, Inc.	04/11/19	13968	996.00
61-4040-50-5050	Repair Power Wireless Network Ju	Vons Electric, Inc.	04/11/19	13967	1,191.00
61-4040-50-5061	Reimburse Identity Theft Protect	Nicole Hensel	07/10/19	07/10/2019	318.74
61-4040-50-5061	Sanitary Sewer Manholes Data Jun	Cloudpoint Geographics, Ir	06/30/19	002437	4,945.00
61-4040-60-6010	Savin MP Toner Jun19	Corporate Warehouse Suppl	06/25/19	29534	519.85
61-4040-70-7000	e_STUDIO3505AC 35 PPM Digita Col	Proven Business Systems	03/20/19	03/20/19	6,500.00
Total For Dept 4040 Information Technology					16,933.09
Total For Fund 61 Information Technology Fund					16,933.09

07/17/2019 02:11 PM
User: asullivan
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
POST DATES 07/10/2019 - 07/22/2019
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
<hr/>					
Fund Totals:					
		Fund 10 General Fund			151,537.58
		Fund 23 Hotel/Motel Tax Fund			14,503.51
		Fund 32 Sidewalks/Pathway Fund			4,827.66
		Fund 34 Storm Water Management F			1,010.50
		Fund 41 Debt Service Fund			450.00
		Fund 51 Water Fund			280,265.50
		Fund 52 Sewer Fund			412.32
		Fund 61 Information Technology F			16,933.09
Total For All Funds:					<hr/> 469,940.16