



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

**AGENDA**

**Monday, September 14, 2020  
7:00 P.M.**

**Attendance and Public Comment Procedures:** Pursuant to Public Act 101-0640, and due to the current limitations on social distancing and gatherings of no more than 50 persons in physical attendance, as set forth in Emergency Order 2020-43 issued by the Governor of the State of Illinois, attendance by members of the public for the September 14, 2020 Village of Burr Ridge Board of Trustees meeting will be permitted both in-person (subject to social distancing requirements and capacity limitations) and virtually.

Mayor Grasso, the Deputy Village Clerk, and Village Staff will attend the meeting live in the Village Hall Board Room. Trustees' attendance shall be virtual/on-line. Anyone who may want to provide public comment at the meeting may do so, either by: (1) attendance at the Village Hall; (2) [logging onto this link](#) to watch, listen, and comment; (3) calling in at [1 \(312\) 626 6799](#) (and entering Meeting ID# [850 1663 4892](#)) to listen and comment; or (4) sending public comments no later than 6:45 p.m. on September 14, 2020 via email at [BRMeetings@burr-ridge.gov](mailto:BRMeetings@burr-ridge.gov) (e-mailed public comments should identify whether the comment is intended to address a specific agenda item or is intended for general public comment under Section 9 of this Agenda). The public may also view the meeting on-line [via this watch-only link](#) (this last link is for watching only and will not accommodate public comment).

All public participants will be muted upon entering the virtual meeting. Prior to voting on each agenda item, on-line or call-in participants will be unmuted and asked for comments and email public comments that were timely received will be read into the record. The same procedure will be followed for any person seeking to address the Board under Section 9 - Public Comment. Each speaker addressing the Board of Trustees is asked to limit comments to five minutes.

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PRESENTATIONS AND PUBLIC HEARINGS**
  - A. Public Hearing for an Amendment to the Fallingwater First Addition Annexation Agreement**
- 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. \* Approval of Regular Board Meeting of August 24, 2020
- B. \* Receive and File Economic Development Committee Meeting of September 2 2020

## 6. ORDINANCES

- A. Consideration of an Ordinance Rezoning Property from the B-2 Business District to the GI General Industrial District of the Burr Ridge Zoning Ordinance (Z-09-2020: 15W776 North Frontage Road – Criscione)
- B. Consideration of an Ordinance Amending Section X.F.2 of the Burr Ridge Zoning Ordinance to Add “Outdoor, Overnight Storage of Retail Vehicles Ancillary to a Permitted or Special Use” as a Special Use in the G-I General Industrial District (Z-09-2020: Text Amendment – Outdoor Storage of Retail Vehicles)
- C. Consideration of an Ordinance Granting a Special Use for an Automobile and Truck and Equipment Sales, Rental, and Service Use in the G-I General Industrial District (Z-09-2020: 15W776 North Frontage Road – Criscione)
- D. Consideration of an Ordinance Granting a Special Use for Outdoor, Overnight Storage of Retail Vehicles Ancillary to a Permitted or Special Use in the G-I General Industrial District (Z-09-2020: 15W776 North Frontage Road – Criscione)
- E. \* Approval of Ordinance Amending Section 25.09 of Chapter 25 (Liquor Control) of the Burr Ridge Municipal Code (Class S Liquor Licenses – The Henn House – 306 Burr Ridge Parkway)
- F. \* Approval of Ordinance Authorizing a Second Amendment to Annexation Agreement and a First Amendment of Subdivision Improvement Completion Agreement (Fallingwater First Addition)
- G. \* Approval of an Ordinance Granting Special Use Approval Pursuant to the Burr Ridge Zoning Ordinance for Final Site Plan and Building Elevation Approval to Permit an Office Building in the T-1 Transitional District (Z-04-2020: 15W230 North Frontage Road – Bobak)
- H. \* Approval of an Ordinance Granting Variations from the Village of Burr Ridge Zoning Ordinance for a Principal Building that Exceeds the Maximum FAR Requirements; Insufficient Setbacks for a Principal Building in the Corner and Rear Yards; a Trash Dumpster Located Nonadjacent to the Rear Wall of the Principal Building; an Insufficient Number of Parking Spaces for the Specified Building Usage; an Off-Street Loading Berth in a Side Yard Adjoining a Street; Insufficient Setbacks for Off-Street Parking; and Off-Street Parking Located in the Front Yard of the Subject Property (Z-04-2020: 15W230 North Frontage Road – Bobak)

## **7. RESOLUTIONS**

- A. Consideration of Resolution Authorizing Agreement with Michael Criscione for Contribution in Lieu of Sales Tax
- B. \* Approval of Resolution Approving Preliminary Plat American Estate Subdivision (16W415 99th Street)
- C. \* Approval of a Resolution Proclaiming September 21-27, 2020 as National Bicycle Week and September 22, 2020 as Bike to Work Day in the Village of Burr Ridge

## **8. CONSIDERATIONS**

- A. Presentation of Fiscal Year 2019-20 Audit
- B. Consideration of Continuing the Cost Sharing Agreement with Restaurants for Outdoor Dining Tents and Related Facilities
- C. Consideration and Approval of Request for Proposal (RFP) for Business District Consultant Services
- D. \* Approval of Recommendation to Award a Professional Services Contract for the Water Systems Operations and Sustainability Study to Crawford, Murphy, and Tilly, Inc., of Aurora, Illinois
- E. \* Receive and File Letter of Resignation from Probationary Patrol Officer Margaret Scheidel
- F. \* Approval of Recommendation to Hire Replacement Patrol Officer to Fill the Vacancy Created by the Resignation of Margaret Scheidel
- G. \* Approval of Vendor List Dated September 14, 2020, in the Amount of \$498,933.85 for all Funds, plus \$199,387.83 for Payroll for the Period Ending August 22, 2020, for a Grand Total of \$698,321.68, Which Includes Special Expenditures of \$372,026.70 to Schroeder Asphalt Services for the 2020 Road Program

## **9. PUBLIC COMMENTS**

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

## **11. ADJOURNMENT**



**TO:** Mayor and Board of Trustees  
**FROM:** Village Administrator Doug Pollock and Staff  
**SUBJECT:** Regular Meeting of September 14, 2020  
**DATE:** September 10, 2020

### **3. PRESENTATIONS AND PUBLIC HEARINGS**

#### **A. Public Hearing – Amend Fallingwater First Addition Annexation Agreement**

The Fallingwater First Addition Subdivision is the addition of five lots on the north side of Cascade Circle in the Fallingwater Subdivision. The final plat for this subdivision was approved on July 23, 2018, and included the standard two-year completion deadline. At this time, the subdivision improvement construction has not yet begun.

On May 26, 2020, the Board approved a Resolution extending the improvement deadline to July 23, 2022. Subsequently, it has been determined that an amendment to the Annexation Agreement is also needed to extend the improvement deadline. Any amendment to an Annexation Agreement requires a legal notice and public hearing to be held by the Board of Trustees. Thus, this hearing has been scheduled. Agenda item 6F provides for an Ordinance authorizing the amendment to the Annexation Agreement.

### **6. ORDINANCES**

#### **A. Rezoning Property from B-2 to GI District – Criscione**

Please find attached an ordinance approving rezoning of the subject property at 15W776 North Frontage Road from B-2 Business to G-I General Industrial. Staff was directed to prepare this ordinance at the August 24 Board meeting.

**It is our recommendation:** That the Ordinance be approved.

#### **B. Add Outdoor, Overnight Storage of Retail Vehicles to Zoning Ordinance**

Please find attached an ordinance approving a text amendment to add “outdoor, overnight storage of retail vehicles ancillary to a permitted or special use” as a special use in the G-I General Industrial District. Staff was directed to prepare this ordinance at the August 24 Board meeting.

**It is our recommendation:** That the Ordinance be approved.



**C. Special Use for Automobile, Truck and Equipment Sales**

Please find attached an ordinance approving a special use for “automobile and truck and equipment sales, rental, and service” for M&T Trucks at 15W776 North Frontage Road. Staff was directed to prepare this ordinance at the August 24 Board meeting.

**It is our recommendation:** That the Ordinance be approved.

**D. Special Use for Outdoor, Overnight Storage of Retail Vehicles**

Please find attached an ordinance approving a temporary special use for “outdoor, overnight storage of retail vehicles ancillary to a permitted or special use” for M&T Trucks at 15W776 North Frontage Road. Staff was directed to prepare this ordinance at the August 24 Board meeting.

**It is our recommendation:** That the Ordinance be approved.

**E. Amend Chapter 25 – Liquor Control - for Class S Licenses**

The Henn House has a Class S liquor license that allows their clients to Bring Your Own Beverages of Beer and Wine. The Henn House has informed staff that they have closed their business and are not renewing their license.

Anytime a license is abandoned, it is the practice of the Village to eliminate that license. The attached Ordinance reduces the number of Class S licenses from 1 to 0. If another business decides in the future to seek a license, the Board may amend the Municipal Code once again to add a Class S license.

**It is our recommendation:** That the Ordinance be approved.

**F. Amendment to Fallingwater First Addition Annexation and Completion Agreements**

As per Agenda item 3A, the attached Ordinance approves an amendment to the Fallingwater First Addition Annexation Agreement. The attached Ordinance also approves an amendment to the Subdivision Improvement Completion Agreement for said subdivision. Both of these amendments are to grant an extension of the deadline for completing the subdivision improvements consistent with the Board’s prior approval to extend the completion deadline.

The Fallingwater First Addition subdivision is located on the north side of Cascade Circle. The subdivision includes the addition of five lots to the Fallingwater Subdivision. The Fallingwater Homeowners’ Association has approved the additional five lots and has concurred with the extension of the improvement deadline.

**It is our recommendation:** That the Ordinance be approved.

**G. Special Use for Office Building – Bobak**

Please find attached an ordinance approving a special use for a site plan and building elevation for a new office building for John Bobak at 15W230 North Frontage Road. Staff was directed to prepare this ordinance at the August 24 Board meeting.

**It is our recommendation:** That the Ordinance be approved.

**H. Variations for Office Building – Bobak**

Please find attached an ordinance approving seven variations related to the development of a new office building at 15W230 North Frontage Road. Staff was directed to prepare this ordinance at the August 24 Board meeting.

**It is our recommendation:** That the Ordinance be approved.

**7. RESOLUTIONS**

**A. Fee in Lieu of Sales Tax Agreement – Criscione**

At the August 24 Board meeting, the petitioner for the truck sales business at 15W776 North Frontage Road volunteered to provide a donation in lieu of sales taxes for the subject property. The property was zoned for retail and restaurant uses and previously generated sales and places of eating tax for the Village. The petitioner stated that the truck sales business would not generate sales tax as his license is in another location, and sales would have to be registered at the other location. The petitioner volunteered to provide a donation in lieu of the tax revenue that would otherwise be generated by this property and this business. The amount of the donation is to be \$10,000 per year and would be payable as long as this particular business is in this location.

**It is our recommendation:** That the Board adopt the Resolution.

**B. Preliminary Plat of Subdivision – American Estate**

Please find attached a resolution approving a preliminary plat of subdivision. Staff was directed to prepare this resolution at the August 24 Board meeting.

**It is our recommendation:** That the Resolution be adopted.

**C. National Bicycle Week and Bike to Work Day**

Please find attached a Resolution declaring September 21-27 as National Bicycle Week and September 22 as Bike to Work Day in the Village of Burr Ridge. This Resolution has been annually recommended by the Bicycle

Committee and supports the Committee's pursuit of establishing the Village as a Bike Friendly Community as recognized by the League of American Bicyclists by promoting bicycling as a healthy, family-friendly activity and mode of transportation.

**It is our recommendation:** That the Resolution be adopted.

## **8. CONSIDERATIONS**

### **A. Fiscal Year 2019-20 Audit**

The Fiscal Year 2019-20 financial audit has been completed. A copy of the audit has been posted on the Trustees' SharePoint page and a hard copy will be distributed to the Board of Trustees on Friday, September 11. The Management Letter, which summarizes the findings of the Auditor, is attached.

Our auditors/actuary, Lauterbach & Amen, LLP, will be present at Monday's meeting to present the final Comprehensive Annual Financial Report. They will also be available to return to a future Board meeting to respond to additional questions as may be requested by the Board of Trustees.

**It is our recommendation:** That the Board receive and file the audit.

### **B. Cost Sharing Agreement for Outdoor Dining Tents**

On August 10, the Board agreed to extend the cost-sharing agreement for the tent rental program on a 60 (restaurant) / 40 (Village) basis through October 26, but requested that an interim review be held at the September 14 Board meeting. At this time, no changes to the cost-sharing agreement are requested by any of the participating restaurants.

Staff would like to note that several tent users are preparing for more temperate fall weather, including the incorporation of optional sidewalls and propane heating into the tent structure. The Village's tent vendor is currently performing these upgrades at the sole behest and cost of the tent users. Staff anticipates that restaurants making such upgrades will likely request an additional rental extension beyond the current October 26 committal date.

### **C. Request for Proposal for Business District Consultant Services**

Please find attached a draft request for proposals (RFP) for Business District consultant services, which was created by staff at the direction of the Board at their August 24 meeting. Staff is seeking Board approval to release the RFP to qualified firms; no expenditures would be incurred by approving the RFP for release. The RFP is intended to solicit proposals from qualified firms who would study the proposed downtown Business District's borders, provide a determination as to the Village's eligibility to establish said Business District, as well as ultimately provide the Village with a District Plan, which is required by law to establish a Business District. Staff would work with the EDC to review

proposals, interview specific firms, and provide a recommendation to the Board regarding a potential contract award at its October 12 meeting. The EDC reviewed the RFP and recommended it be approved for release at its September 2, 2020 meeting.

**It is our recommendation:** That the Board approve the RFP for public release.

**D. Contract for Water Systems Operations and Sustainability Study**

The Water Committee has budgeted \$110,000 in the FY20-21 Water Fund Budget for a consultant to perform a comprehensive study of the Village's water distribution system with respect to its limitations, capital improvements, and financing. This comprehensive study will include hydraulic modeling of the distribution system, assessment of the system's security risks and vulnerability, development of a 10-year capital plan, and a financial analysis of our water rate structure. The Engineering Division determined that a multi-year study would be preferred and provides several opportunities for open meetings with the Water Committee to discuss preliminary findings, which would be followed by additional iterations and analyses before the consultant and Village staff present final recommendations to the Village Board.

The Engineering Division solicited proposals from qualified consultants and the Water Committee reviewed the four (4) proposals received. Each Committee member scored the proposals using five criteria and other relevant observations in evaluating the firm's capability to deliver the requested services. Consultants' fees were not considered in this evaluation, in accordance with the Qualifications Based Selection (QBS) process prescribed by the Local Government Professional Services Selection Act (50 ILCS 510). Consultants' fee proposals were unsealed after compiling the ratings of each Committee member and divided by the Firm's overall qualifications score (expressed as a decimal) to yield a "value-adjusted ratio".

The Committee's ratings overwhelmingly favored the firm Crawford, Murphy, and Tilly, Inc. (CMT), of Aurora, Illinois. This consultant has satisfactorily completed similar studies for several municipalities including Naperville, Aurora, and Joliet, and its project team has extensive experience in water system master plans. CMT would collaborate on our project with Raftelis Financial Consultants, Inc., which firm has nationwide experience in analyzing financial policies and costs for municipal utilities.

Village staff discussed the scope of services, fees, schedule, and contract with the firm of Crawford, Murphy, and Tilly, Inc. This consultant's fee proposal for the multi-year study is found in the attached Agreement for Professional Services, and totals \$179,500, which is \$2,100 (1.2%) more than the next highest-rated firm. However, the "value-adjusted ratio" calculated from the Water Committee ratings was substantially better for CMT than any other firm, and Village staff have deemed the attached Agreement for Professional

Services to be reasonable while offering the best value for the Village in this project. As this will be a multi-year study, the costs incurred in FY 20-21 will not exceed the budgeted amount, and the balance of the consultant costs will be allocated to the FY21-22 Water Fund budget.

**It is our recommendation:** That the Village Board approve the Water Committee recommendation for the Water Systems Operations & Sustainability Study and award a professional services contract to Crawford, Murphy, and Tilly, Inc., of Aurora, Illinois, in the amount of \$179,500

**E. Resignation of Probationary Patrol Officer Margaret Scheidel**

Enclosed please find a letter of resignation from Probationary Patrol Officer Margaret Scheidel tendering her resignation from the Burr Ridge Police Department effective August 21, 2020.

**It is our recommendation:** That the letter of resignation be received and filed.

**F. Hire Replacement Patrol Officer to Fill Vacancy**

Chief John Madden is recommending the patrol officer vacancy created by Probationary Officer Margaret Scheidel's resignation be filled. The Board of Fire and Police Commissioners will begin the entry level testing process once the hiring of a replacement police officer is approved by the Board of Trustees

**It is our recommendation:** That the BFPC be authorized to fill the vacancy created by Probationary Officer Margaret Scheidel's resignation.

**G. Vendor List of August 10, 2020**

Attached is the vendor list dated September 14, 2020, in the amount of \$498,933.85 for all funds, plus \$199,387.83 for payroll for the period ending August 22, 2020, for a grand total of \$698,321.68, which includes special expenditures of \$372,026.70 to Schroeder Asphalt Services for the 2020 Road Program.

**It is our recommendation:** That the September 14, 2020, vendor list be approved.

**9. PUBLIC COMMENTS**

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

**August 24, 2020**

**CALL TO ORDER** The Regular Meeting of the Mayor and Board of Trustees of August 24, 2020, was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:03 p.m. by Mayor Gary Grasso.

**PLEDGE OF ALLEGIANCE** Pledge of Allegiance was led by Mayor Grasso.

Mayor Grasso read the following declaration.

“I hereby declare, as Mayor of Burr Ridge, that I have determined that an in person meeting is not practical or prudent on account of the disaster declaration issued by Governor Pritzker because of the COVID-19 pandemic.”

**ROLL CALL** was taken by the Deputy Village Clerk and the results denoted the following present via Zoom: Trustees Franzese, Mital, and Paveza. Mayor Grasso and Trustees Schiappa and Snyder were present in the Board Room. Trustee Mottl did not reply to the roll call and had not indicated prior to the meeting that he would not be attending.

In addition, present in the Board Room were Village Administrator Doug Pollock, Chief John Madden, Assistant Village Administrator/Deputy Village Clerk Evan Walter, Public Works Director David Preissig, Finance Director Jerry Sapp, and Village Attorney Mike Durkin. Plan Commission Chairman Greg Trzupek was present telephonically.

**PRESENTATIONS AND PUBLIC HEARINGS** - There were none.

Mayor Grasso asked if anyone wanted anything removed from the consent agenda. None did.

Mayor Grasso read the following instructions for those wanting to make a public comment.

“At this time, anyone logged on or calling in to the meeting may provide public comment on this agenda item. If you would like to comment, you must first unmute and then please announce your name and address. If you are on-line, there is an unmute button on the Zoom toolbar located at the bottom of your screen. If you are on the telephone, you may unmute by hitting \*6 on your phone.

If you would like to comment, please unmute yourself and give your name and address at this time. We will pause and take comments in the order received.”

Mayor Grasso asked if there were any public comments. 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 Snyder that the Consent Agenda – Omnibus Vote (attached as Exhibit A) and the recommendations indicated for each

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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

Mayor Grasso asked if there was any discussion. There was none.

On Roll Call, Vote Was:

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

NAYS : 0– None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes the motion carried.

**APPROVAL OF REGULAR BOARD MEETING OF AUGUST 10, 2020** were approved for publication, under the Consent Agenda by Omnibus Vote.

**RECEIVE AND FILE ECONOMIC DEVELOPMENT MEETING OF AUGUST 14, 2020** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**RECEIVE AND FILE PLAN COMMISSION MEETING OF AUGUST 17, 2020** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**APPROVAL OF AN ORDINANCE AMENDING THE BUDGET ADOPTION ORDINANCE FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF BURR RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2019 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2020** the Board,

under the Consent Agenda by Omnibus Vote, Approved the Ordinance.

**THIS IS ORDINANCE NO. 1187-01-20**

**APPROVAL OF ORDINANCE RESCINDING ORDINANCE NO 1151; SAID ORDINANCE PROVIDING FOR RECAPTURE OF COSTS INCURRED FOR THE VINE STREET WATER MAIN EXTENSION** the Board, under the Consent Agenda by Omnibus Vote, Approved

the Ordinance.

**THIS IS ORDINANCE NO. A-1151-01-20**

**APPROVAL OF ORDINANCE APPROVING A RECAPTURE AGREEMENT FOR COSTS INCURRED FOR THE KRELINA AND PIZZUTO VINE STREET WATER MAIN EXTENSION** the Board, under the Consent Agenda by Omnibus Vote, Approved the Ordinance.

**THIS IS ORDINANCE NO. 1195**

**APPROVAL OF PLAN COMMISSION RECOMMENDATION TO APPROVE A PRELIMINARY PLAT OF SUBDIVISION (AMERICAN ESTATE – 16W415 99<sup>TH</sup> STREET)**

the Board, under the Consent Agenda by Omnibus Vote, Approved the Recommendation.

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**APPROVAL OF CONTRACT FOR ADJUDICATION PROGRAM SOFTWARE WITH MSI**  
the Board, under the Consent Agenda by Omnibus Vote, Approve the Contract.

**APPROVAL OF RECOMMENDATION TO AWARD A CONTRACT FOR THE 2020  
BRANCH PICKUP PROGRAM TO KRAMER TREE SPECIALISTS, INC. OF WEST  
CHICAGO, ILLINOIS, IN THE AMOUNT OF \$25,505.00** the Board, under the Consent Agenda  
by Omnibus Vote, Approved the Recommendation.

**APPROVAL OF VENDOR LIST DATED AUGUST 24, 2020 IN THE AMOUNT OF  
\$768,725.44 FOR ALL FUNDS, PLUS \$191,482.66 FOR PAYROLL FOR THE PERIOD  
ENDING AUGUST 8, 2020, FOR A GRAND TOTAL OF \$960,208.10, WHICH INCLUDES  
SPECIAL EXPENDITURES OF \$30,886.25 TO PARTYTIME-HDO OPERATIONS FOR  
RESTAURANT TENT RENTALS, AND \$23,731.28 TO CECCHIN PLUMBING &  
HEATING FOR WATER MAIN REPLACEMENT** the Board, under the Consent Agenda by  
Omnibus Vote, Approved the Vendor List.

**CONSIDERATION OF A RESOLUTION CENSURING TRUSTEE ZACHARY MOTTI  
FOR THE FOURTH TIME**

Village Administrator Doug Pollock stated at the last board meeting the Trustees directed staff and the village attorney to draft the attached resolution.

Mayor Grasso asked for a motion.

Motion was made by Trustee Snyder and seconded by Trustee Schiappa.

Mayor Grasso asked if there was any discussion. Trustee Franzese asked if the resolution could be read. Mayor Grasso proceeded to read the resolution.

Mayor Grasso read the instructions for public comment and asked if there were any comments from the public. There were none.

On Roll Call, Vote Was:

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

NAYS : 0– None

ABSENT: 1 – Trustee Motti

There being five affirmative votes the motion carried.

**THIS IS RESOLUTION NO. R-28-20**

**CONSIDERATION OF PLAN COMMISSION RECOMMENDATION TO APPROVE A  
REQUEST FOR A SPECIAL USE AND ZONING VARIATIONS FOR THE PURPOSE OF**



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**ERECTING A 9,500-SQUARE FOOT, 2 STORY OFFICE BUILDING IN THE T-1 TRANSITIONAL DISTRICT (Z-04-2020: 15W230 NORTH FRONTAGE ROAD – BOBAK)**

Assistant Village Administrator Evan Walter reviewed the petition and the recommendation from the Plan Commission. There was a total of three hearings which started in February and then was delayed until July and then until August. After several revisions at the request of the Plan Commission, and comments from residents in Babson Park, the Plan Commission approved the petition subject to several conditions listed in the recommendation letter.

Mayor Grasso asked if any Trustees had any questions. Trustee Franzese brought up stipulations that there be no more than 12 trucks unloaded a year and wanted to know how that would be enforced. Mr. Walter added that staff can review manifests in the event we have a complaint in reference to this.

Mayor Grasso asked if there were any questions from anyone in the audience. There were none.

Mayor Grasso went over the instructions for online comments and asked if there was any. There was none.

Mayor Grasso asked for a motion. Motion was made by Trustee Schiappa and seconded by Trustee Snyder.

On Roll Call, Vote Was:

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

NAYS : 0– None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes the motion carried.

**CONSIDERATION OF PLAN COMMISSION RECOMMENDATION TO APPROVE A REQUEST FOR RE-ZONING, SPECIAL USE AND ZONING ORDINANCE TEXT AMENDMENT TO ACCOMMODATE A TRUCK SALES BUSINESS WITH OUTSIDE STORAGE OF TRUCKS (Z-09-220: 15W776 NORTH FRONTAGE ROAD = CRISCIONE)**

Assistant Village Administrator Evan Walter reviewed the letter recommending the approval of several petitions for the property. Mr. Walter advised that the petitions included rezoning from a B-2 Business District to a G-I General Industrial, special use for “automobile and truck and equipment sales, rental and service”, a text amendment to add “outdoor, overnight storage of retail vehicles ancillary to a permitted or special use” as a special use, and a special use for “outdoor, overnight storage of retail vehicles ancillary to a permitted or special use” per the aforementioned amendment, all in the G-I General Industrial District.

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The petitioner Mr. Criscione operates M&T Trucks at 7545 Madison just north of the subject property in unincorporated DuPage County. He plans to use this location to close sales on his trucks. The other property will still be maintained for unfitting and maintenance of trucks. Mr. Walter stated that Plan Commission Chairman Mr. Trzupek was on the phone to answer any questions.

Mayor Grasso asked for a motion. Motion was made by Trustee Snyder and seconded by Trustee Paveza.

Mayor Grasso asked if there was any questions from the Trustees. Trustee Mital wanted to verify that the location would only be used for sales and not for storage. Mr. Walter advised that there would be storage for vehicles scheduled to be sold. However, there would be a 7 day limit to keep trucks that are sold but not immediately picked up from sitting there for a long time. Trustee Mital asked if there is a limit to the number of trucks that can be stored there at one time. Mr. Walter advised that there is a limit of 14 trucks and that staff would enforce it. Trustee Schiappa asked if this is replacing their current location or adding on to it. Mr. Walter stated this is in addition to their other location.

Trustee Franzese asked how the sales tax is generated on these trucks. Mayor Grasso wanted to state prior to the petitioner responding that the Plan Commission considers zoning matters without considering sales tax issues. However, it is completely appropriate for the Board to consider sales tax on these items as it is their responsibility to make sure that these projects are fiscally sound. Mr. Criscione explained that his business is unique in that the federal government gives a tax incentive in which there is no sales tax. It is called a rolling stock exemption. There are 44 states that allow this with Illinois one of them. Companies have to apply for an Operating Authority number in order to be tax exempt. Mr. Criscione sees a trend over the last 6 years with more companies getting them. Mr. Criscione added that his dealer license is at the unincorporated address on Madison and it is in his best interest to keep it there for now and use the new location as a satellite location. He went on to say that he thinks that all businesses should produce revenue for the village they are in and therefore, he offered to donate \$10,000 a year to the Village of Burr Ridge. Trustee Franzese asked Plan Commission Chairman Trzupek if there was discussion on the outdoor storage of vehicles being precedent setting and what the concerns were of those voting in the minority. Chairman Trzupek stated there was a discussion on the topic and the minority concerns dealt with leaving the zoning as is and finding a better business use there and also a business that would involve no trucks parked outside. Trustee Franzese finished by asking if an electric fence would be needed on the property and Mr. Criscione stated no. He had never had any issues with theft at his current location and didn't foresee any at this location.

Trustee Schiappa wanted to know why Mr. Criscione is looking to expand and why he feels he needs that satellite office. Mr. Criscione explained that he is looking for a more opulent environment to close his deals at. His current location is where the trucks are unfitted and worked on and he wants a nicer place to close his deals. He feels the new location will give that feel to his customers. Trustee Mital asked if they would be test driving any trucks. Mr. Criscione stated that approximately 25% do

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test drive the trucks before signing but there wouldn't be any more traffic than there is currently and they would head over to I-55 to test them.

Mayor Grasso brought up the \$10,000 donation to the Village of Burr Ridge and asked Assistant Village Administrator Evan Pollock how that amount compared to the sales tax we were getting in from the Porterhouse Restaurant at the location previously. Mr. Walter stated it was about 4 times higher than what was coming in from the restaurant. Mayor Grasso asked about landscaping and signage for the location. Mr. Criscione stated that he was making a big investment in the corner and there was a great improvement in the landscaping already. For signage, he is putting in a LED channel light similar to Highline Auto Sales in Willowbrook.

Mayor Grasso asked if there were any questions from those in the audience. There were none.

Mayor Grasso reviewed the instructions for those online or calling in and asked if there were any public comments on this issue. There were none.

Trustee Schiappa wanted to counteroffer Mr. Criscione's offer of \$10,000 with \$25,000. Mr. Criscione stated that he thought that his offer was very generous based on the information he received from Assistant Village Administrator Evan Walter. Mr. Criscione stated that he was not oppose to coming back next year and renegotiating once they see how they are doing.

On Roll Call, Vote Was:

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

NAYS : 0– None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes the motion carried.

**CONSIDERATION OF ECONOMIC DEVELOPMENT COMMITTEE  
RECOMMENDATION TO CONSIDER IMPLEMENTATION OF A DOWNTOWN  
BUSINESS IMPROVEMENT DISTRICT**

Assistant Village Administrator Evan Walter stated that on August 14, the Economic Development Committee (EDC), held a special meeting to discuss the concept of establishing a Business Development District in downtown Burr Ridge. At that time, the members, including business owners with businesses within this area, unanimously recommended that the Village explore the creation of a Business Development District ("District") in downtown Burr Ridge. Mr. Walter explained that a District is a special financing program that is made available by state law but created and administered by municipalities to encourage development in targeted areas of the community.

Mr. Walter explained that this allows municipalities to impose and collect up to 1% additional retail sales and hotel tax only at places of interest in the District and then the tax collected can only be spent in the District itself. Mr. Walter went on to explain that the money collected can be used by the

municipality in almost any type of arrangement that benefits the District, including creating plans and studies, purchasing land, installing new public improvements and lighting as well as construct, rehabilitate or demolish buildings. Municipalities have a lot of leeway with these funds. Mr. Walter gave examples of other established Districts in our area which include ones in Willowbrook, Lombard and La Grange Park. Mr. Walter added that there are three legal tests that must be met for a District to be properly established. Staff has completed a preliminary analysis and believes we would qualify for designation as a District. They have also spoken to many of the businesses in the District and have received overwhelmingly conceptual support for the establishment of a District in downtown Burr Ridge. Mr. Walter advised if the Board wished to move forward with exploring establishment of a District in downtown Burr Ridge, staff recommends that the Board hire an economic development consultant to perform an analysis of the proposed District area. Staff estimates that the cost to do this will be \$20,000-\$40,000; however if the District is approved, these costs are eligible to be repaid by District revenue. If the District isn't approved or it is but we don't go through with it, we would have to pay for it out of our general fund or other revenue source. If so directed, the staff will begin a competitive solicitation process for qualified consultants to analyze the downtown and create a District plan to establish a District. The Board would be making a final consultant selection this fall in advance of next April's filing deadline. Mr. Walter advised that there would be some distinct public hearing processes we would have to go through as laid out by State law. We would work with the Village attorney to stay within the guidelines.

Mayor Grasso stated that the map they were looking at is of the Village Center, County Line Square, the TCF property and the Marriott Hotel. This would be the area of the Business District we would be thinking of. Mayor Grasso asked if any Trustees had any questions. Trustee Schiappa stated he is a member of the EDC and that the Village Center occupancy has been a concern since it opened in 2008. County Line Square is in dire need of structural improvements for safety and security. County Line Square is over 30 years old and it shows. The property in between the two is the TCF property. Trustee Schiappa added that we want to make sure the right project goes there. He added this is a potential solution to help build our retail presence and improve leasing inside our village. Trustee Mital asked if the consultant fee could be paid out of the Hotel/Motel fund. Mr. Walter stated that it could not and would have to be paid out of the general fund or other revenue fund if we did not get the District approved. Trustee Mital stated that she likes the area and would like to see that in Burr Ridge. Trustee Franzese asked for a couple of clarifications. He wanted to know if the EDC had some targeted improvements that they were looking for. Trustee Schiappa stated that they worked with Ramzi Hassan and the Village Center to help put together a plan to attract better tenants. Also, money could be used to fill the gap in leases to help get someone in a vacant spot. These are a couple of strategies that could be used per Trustee Schiappa.

Trustee Snyder thought it was a terrific idea and would benefit a lot of the businesses that could use a little help. Mayor Grasso wanted to point out that the District sits in Cook County and that the current sales tax rate is 9.25%. If the Board approved a 1% sales tax increase for the District, it would put the sales tax rate up to 10.25%. Mayor Grasso wants everyone to know that this is an additional sales tax and to understand that we have to raise the money in order to have an effective District.

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
August 24, 2020

Mayor Grasso said that overall he thinks it is a good idea and it was good creative thinking on Mr. Walter and Mr. Hassan's part.

Mayor Grasso asked if there was any public comments. Mark Stangle, General Manager of the Hampton Inn and Suites, added that the Village Center is dying and that this District would bring much life to it. John Manderscheid from Patti's Sunrise Café, wanted to know how this tax would help the improvements that are needed in County Line Square. Mr. Walter stated that when the taxes are collected, the Board has the authority to distribute the funds as it sees fit. Building rehabilitation is one of those options. Mr. Manderscheid also wanted to know the timeframe to when the taxes would go into effect and the money used for things. Mr. Walter advised that the filing deadline with the State of Illinois is April 1, 2021 and the tax would then go into effect of July 1, 2021. The first tax dollars would come into the village on October 1, 2021. Ramsey Hassan of Edward's Realty/Burr Ridge Center said he is in favor of the District but doesn't feel it is for fixing leaky roofs and dilapidated buildings. It is to spur more economical development. He believes we need to look to the future to make things better and this Business District is the perfect thing to do this. John Zawaski, who has restaurants in Lemont, Oak Lawn and Chicago believes that Burr Ridge would be a great place to open a restaurant but agrees that it needs more energy to draw other people in from the city and neighboring villages. He believes this Business District would bring in the energy it needs and he would like to be a part of it. Branko Palikuca, of Topaz Café, stated even though he did not get a tent, he was very happy about the energy in Burr Ridge. He is in full support of the Business District and wanted to thank everyone for their support. Paul Jepson from Kirsten's Bakery wanted to thank the Board for everything they have done in the past and supports this project also.

Mayor Grasso asked if anyone had called in and wanted to speak on this issue. There was none.

Mayor Grasso finished by saying that the Village is not in partnership with the Village Center or County Line Square but they are partners with us in the overall welfare of our community. The livelihood of Burr Ridge, property values, and economic survival is directly tied in with the Village Center and County Line Square. To not help or support them would only hurt Burr Ridge. Mayor Grasso continued to say that he believes this is an economic catalyst that will make us a stronger player for a smaller community.

Mayor Grasso asked for a motion to further explore the implementation of a downtown business improvement district. Also, to go out and bid for an economic development consultant in the area of \$20,000.00 - \$40,000.00.

Motion was made by Trustee Schiappa and seconded by Trustee Snyder.

Mayor Grasso asked if there was any discussion. There was none.

On Roll Call, Vote Was:

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

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
August 24, 2020

NAYS : 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes the motion carried.

### **PUBLIC COMMENTS**

Mayor Grasso asked if there was any public comments. Village Administrator Doug Pollock informed him that he had not received any public comments via email before the meeting. Mayor Grasso asked if there was any comments from the public on the phone. There were none.

### **REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS**

Mayor Grasso asked if any of the Trustees had any announcements. There was none.

Mayor Grasso said he had several announcements to make. He stated that a community-wide blood drive will be held at the Burr Ridge Police Department Training Room on Friday, August 28 from 9:30 am to 3:30 pm. Due to the pandemic, blood supply is low and hospitals and blood banks are in great need of blood donations. Appointments are recommended but not necessary. For details and how to register, go to the Village Website or call Julie Tejkowski at the Village Hall.

The Village of Burr Ridge is proud to host some of the golfers participating in the BMW golf championship tournament this weekend, August 27 – 30, in Olympia Fields. Incentives to dine and shop in Burr Ridge were given to the golfers and the Mayor did a welcoming message for them.

Mayor Grasso added that Cruise Nights are coming to an end with the last one scheduled for September 1 from 6 – 8 pm in the out lot at Village Center Drive and Bridewell, near the Starbucks. There is no charge to attend but you will need to reserve a spot for your car by contacting Janet Kowal at the Village Hall.

The Village Center is sponsoring a drive-in movie matinee on Wednesday, September 2 at 3:30 p.m. They will be showing Lady and the Tramp. Visit the Village Center website for more details and to purchase tickets.

Mayor Grasso reminded everyone that next Monday, September 7 is Labor Day. The Village Hall will be closed that day.

In closing, Mayor Grasso stated he was reading the American Way magazine on a flight last week and there was an article about three mayors who are dogs. Idyllwild, Ca, Georgetown, CO, and Coronado, CA all have dogs for mayors. Mayor Grasso said his job has gone to the dogs!

Mayor Grasso asked for a motion to adjourn until September 14, 2020 at 7:00 p.m.

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
August 24, 2020

Motion was made by Trustee Schiappa and seconded by Trustee Snyder that the Regular Meeting of August 24, 2020 be adjourned.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes, the motion carried and the meeting was adjourned at 8:32 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.

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Evan Walter  
Deputy Village Clerk  
Burr Ridge, Illinois

APPROVED BY the Mayor and Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**MINUTES**  
**ECONOMIC DEVELOPMENT COMMITTEE MEETING**  
**September 2, 2020**

**CALL TO ORDER:** Mayor Gary Grasso called the meeting to order at 5:00 p.m. The meeting was held in person at the Village Hall.

**ROLL CALL:** **Present:** Mayor Gary Grasso, Trustee Tony Schiappa, Mark Stangle, Ramzi Hassan, Paul Stettin, Sam Odeh, Kirsten Jepsen, Leslie Bowman, Debbie Hamilton, and Bhagwan Sharma (arrived at 5:10 pm.)

**Absent:** Michael Simmons

**Also Present:** Village Administrator Doug Pollock, Assistant Village Administrator Evan Walter, Communications & Public Relations Coordinator Janet Kowal, Management Analyst Andrez Beltran, Edwards Realty Marketing Director Taylor Blagrove, Patti's Sunrise Café owner John Manderscheid, Kirsten's Bakery co-owner Paul Jepsen, Capri Ristorante owner Filippo "Gigi" Rovito, Viewpoint Enclosures President Jeffrey Pavlatos, Viewpoint Business Development Manager Greg Flynn

**PLEDGE** Mayor Grasso led the Committee in the Pledge of Allegiance.

**MINUTES:** A **MOTION** was made by Ms. Hamilton to approve the Minutes from the August 14, 2020 meeting. The **MOTION** was seconded by Ms. Jepsen and approved by a vote of 9 - 0.

Mayor Grasso, citing the time restriction for several members of the public, asked to move item five on the agenda, Consideration of All-Season Enclosures at Village Restaurants. A **MOTION** was made by Mr. Stangle. The **MOTION** was seconded by Ms. Jepsen and approved by a vote of 9 - 0.

**CONSIDERATION OF ALL SEASON ENCLOSURES AT VILLAGE RESTAURANTS**

Mr. Walter stated that the tent program for outdoor dining has been a great success. Staff was directed to look into options for outdoor dining in winter, and in the future in general. One option that was discovered was Viewpoint Retractable Enclosure Systems, a local company that makes retractable outdoor enclosures that can be fitted onto existing properties. Staff asked them to present on the topic and their initial concepts for three restaurants in the Village. However, staff wanted to state this topic was on if the Committee wanted to incentivize these types of projects in the future, with the three presented being a pilot program.

Jeff Pavlatos, President of Viewpoint, stated his company specializes in retractable enclosures with operable skylights and rolling wall systems. The enclosures are made of clear polycarbonate and have the option of different insulation levels to maintain temperature. Systems can be built on the ground or on a brick seating wall for added aesthetics. Enclosures have options to open at every panel, the ceiling, or operate independently. They have installed several systems, with the two most recent in the Chicagoland area being at La Fiesta at 3333 W 111th Street in Chicago and Roots at 744 South Dearborn Street.



John Manderscheid of Patti's Sunrise Café stated that these systems could be a benefit post-COVID. Customer patterns may still favor outdoor-style seating environments compared to indoor. Additionally, it will help maximize his potential for seating. Filippo "Gigi" Rovito of Capri stated that the tents are big draws for his business, and an enclosure like this would help Burr Ridge continue to draw people downtown. Paul Jepsen of Kirsten's Bakery said that they are looking further in the future as a lot of their service is not done by seating in store but that it could still be helpful.

Mr. Hassan stated that these would be a good long-term investment in the downtown, not just next year for these businesses. Because of that, these would work perfectly as a project for the Business Development District as part of an incentive program. It would help show the Village is a partner in making the downtown better. He did agree that the return on investment had to make sense for businesses and property owners. Finally, he said that there has been talk of having the tent program again next year; perhaps those funds could be dedicated to incentivize instead.

Mayor Grasso stated that he thinks they are a great idea to distinguish Burr Ridge and increase revenue for those business owners. However, he would like to see more details on possible funding mechanisms and partnerships. Finally, since the enclosures would not be ready this winter, he directed staff to look at possible ways to have outdoor dining in the winter.

#### **CONSIDERATION AND APPROVAL OF DRAFT DOWNTOWN BUSINESS DEVELOPMENT DISTRICT CONSULTANT RFP**

Mr. Walter stated that at the recommendation of the Village Attorney that a consultant should be used to create the Business Development District. This was due to liability reasons instead of any shortcomings in staff analysis. As such, staff created a Request for Proposal (RFP) to be issued to find a qualified consultant. If approved by the EDC, it would go to the Village Board for approval and distribution at the September 14<sup>th</sup> Board meeting. The RFPs would be due by September 30<sup>th</sup> to Mr. Walter and would come to the October 7<sup>th</sup> EDC meeting for review and recommendation, with approval and award by the Board on October 12<sup>th</sup>.

Mayor Grasso asked if there was any discussion. There was none. A **MOTION** was made by Trustee Schiappa; the **MOTION** was seconded by Mr. Sharma. Approved by a vote of 8-0.

#### **CONSIDERATION OF ESTABLISHMENT OF A DOWNTOWN BUSINESS ASSOCIATION**

Mr. Beltran stated staff was asked to give information on Downtown Business Associations. He stated that they can be a key development tool for downtowns. He noted that there are three types: informal downtown groups, municipal led groups, and non-profit partnerships. He continued that while Downtown Business Associations are often started as informal groups or municipal led, the most successful are non-profits that leverage public and private funds as well as undertake community-building activities in the downtown.

Ms. Bowman thanked staff for the work. However, she stated that she was thinking of more an informal group on businesses in the downtown that could hold events and network. Mr. Stangle also asked why it would be focused solely on the downtown. Mr. Beltran stated that the defined geography focuses the goals. The Committee agreed that bringing Village businesses together irrespective of their location would be a good idea.

Mayor Grasso asked if the Committee supported an informal Burr Ridge Business Association. The Committee agreed. No action was taken.

**OTHER CONSIDERATIONS**

No other considerations were brought forward.

**PUBLIC COMMENT**

There were no public comments.

**ADJOURNMENT**

Mr. Stangle made the **MOTION** to adjourn the meeting to October 7, 2020 at 5:00 p.m., **SECONDED** by Trustee Schiappa. **APPROVED 9-0**. The meeting was adjourned at 6:15 P.m.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Andres Beltran". The signature is fluid and cursive, with the first name "Andres" and last name "Beltran" clearly distinguishable.

Andrez Beltran  
Management Analyst

## ORDINANCE NO. \_\_\_\_-20

AN ORDINANCE REZONING PROPERTY FROM THE B-2 BUSINESS DISTRICT  
TO THE G-I GENERAL INDUSTRIAL DISTRICT OF THE  
BURR RIDGE ZONING ORDINANCE

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(Z-09-2020: 15W776 North Frontage Road - Criscione)

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

**WHEREAS**, said Plan Commission of this Village held a public hearing on the question of rezoning on August 3, 2020 and August 17, 2020 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

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

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

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

- A. That the Petitioner for the rezoning of the property located at 15W776 North Frontage Road, Burr Ridge, Illinois, is Michael Criscione, (hereinafter "Petitioner"). The Petitioner requests rezoning of the property from the B-2 Business District to the G-I General Industrial District of the Burr Ridge Zoning Ordinance.
- B. That the property is surrounded by generally industrial development and zoning in neighboring communities.

**Section 3:** That the property at 15W776 North Frontage Road ***is hereby rezoned*** from the B-2 Business District to the G-I General Industrial District of the Burr Ridge Zoning Ordinance with the Permanent Real Estate Index Number of: **09-25-300-015.**

**Section 4:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as

required by law. The Deputy Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

**PASSED** this 14<sup>th</sup> day of September, 2020, 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 14<sup>th</sup> day of September, 2020.

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Mayor

ATTEST:

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Deputy Village Clerk

## ORDINANCE NO. \_\_\_\_-20

AN ORDINANCE AMENDING SECTION X.F.2 OF THE BURR RIDGE ZONING  
ORDINANCE TO ADD "OUTDOOR, OVERNIGHT STORAGE OF RETAIL VEHICLES  
ANCILLARY TO A PERMITTED OR SPECIAL USE" AS A SPECIAL USE IN THE  
G-I GENERAL INDUSTRIAL DISTRICT

(Z-09-2020: Text Amendment - Outdoor Storage of Retail Vehicles)

**WHEREAS**, an application for a text amendment to the Village of Burr Ridge Zoning Ordinance has been filed with the Assistant Village Administrator of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Plan Commission of said Village and has been processed in accordance with the Burr Ridge Zoning Ordinance; and

**WHEREAS**, said Plan Commission of this Village held a public hearing on the question of granting said text amendment on August 3, 2020 and August 17, 2020 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

**WHEREAS**, the Village of Burr Ridge Plan Commission has made its report on the request for a text amendment to the Burr Ridge Zoning Ordinance, including its findings and recommendations, to

this Mayor and Board of Trustees, and this Mayor and Board of Trustees has duly considered said report, findings, and recommendations.

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

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

- A. That the recommendation is to amend Section X.F.2 of the Zoning Ordinance to add *outdoor, overnight storage of retail vehicles ancillary to a permitted or special use* as a special use.
- B. That the amendment described is consistent with the purpose and intent of the Zoning Ordinance.

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

required by law. The Deputy Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

**PASSED** this 14<sup>th</sup> day of September, 2020, 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 14<sup>th</sup> day of September, 2020.

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Mayor

ATTEST:

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Deputy Village Clerk



## ORDINANCE NO. \_\_\_\_-20

AN ORDINANCE GRANTING A SPECIAL USE FOR AN AUTOMOBILE AND  
TRUCK AND EQUIPMENT SALES, RENTAL, AND SERVICE USE IN THE G-I  
GENERAL INDUSTRIAL DISTRICT.

(Z-09-2020: 15W776 North Frontage Road - Criscione)

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

**WHEREAS**, said Plan Commission of this Village held a public hearing on the question of granting said special use on August 3, 2020 and August 17, 2020, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

**WHEREAS**, the Village of Burr Ridge Plan Commission has made its report on the request for the special use, including its findings and recommendations, to this Mayor and Board of Trustees, and this Mayor and Board of Trustees has duly

considered said report, findings, and recommendations.

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

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

- A. That the Petitioner for the special use for the property located at 15W776 North Frontage Road, Burr Ridge, Illinois, is Michael Criscione (hereinafter "Petitioner"). The Petitioner requests a special use for an automobile and truck and equipment sales, rental, and service use in the G-I General Industrial District.
- B. That the amendment will not detract from the public health, safety, morals, comfort, or general welfare.
- C. That the special use is appropriate in that the property is located non-adjacent to other Village parcels, and is not considered being in a strategic location relative to the Village's overall Comprehensive Plan.
- D. That the amendment will allow the petitioner to bring a necessary service to the residents of the Village.

- E. That the site plan of the property is adequate for the use.
- F. That adequate traffic facilities are present on or adjacent to the property, as the petitioner has agreed to close a point of access on Madison Street, thus limiting traffic access on this thoroughfare.
- G. That the use is not contrary to the objectives of the Official Comprehensive Plan.
- H. That the amendment will otherwise conform to the applicable regulations of the Zoning Ordinance.

**Section 3:** That the special use to permit an automobile and truck and equipment sales, rental, and service is **hereby granted** for the property commonly known as 15W776 North Frontage Road and identified by the Permanent Real Estate Index Number of: **09-25-300-015.**

**Section 4:** That approval of the special use shall be subject to the following conditions:

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as **Exhibit A.**
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No ramps, balloons, copy-changing signs, signs on or inside any part of a truck stored on the subject property, or other attention-getting devices not otherwise permitted by the Burr Ridge Sign Ordinance are permitted on the subject property. These conditions shall supersede any otherwise permitted exemptions provided by Chapter 55 of the Burr Ridge Municipal Code (Sign Ordinance).
4. A black metal fence included as **Exhibit B** shall be installed along Madison Street.
5. A black metal swinging gate generally matching that of the fence included in Condition #4 shall be installed across the Frontage Road property entrance.

6. A landscaping plan shall be prepared and approved by both staff and the Chairman of the Plan Commission at a later date, and shall include both a hedgerow and complimenting trees along Madison Street.
7. The curb along Madison Street shall be extended across the entirety of the Madison Street entrance, with the adjoining space between the street and sidewalk to be landscaped with dirt, grass, and other landscaping as permitted and required by DuPage County, all within 12 months of Board approval of the special use.
8. No maintenance of trucks shall be performed on the subject property.
9. No rental of vehicles of any kind may be advertised or occur on the subject property.
10. No trailers or other accessories may be parked or stored at any time on the subject property.
11. The business hours shall be 9:00am-5:00pm from Monday-Friday; 9:00am-12:00pm on Saturday; and closed on Sunday.
12. No storage of vehicles not owned by either M&T Trucks or a secured buyer for a vehicle is permitted on the subject property.

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

**PASSED** this 14<sup>th</sup> day of September, 2020, 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  
14<sup>th</sup> day of September, 2020.

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Mayor

ATTEST:

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Deputy Village Clerk



M & T TRUCK SALES  
7545 S. MADISON ST.  
BURR RIDGE, IL 60527  
P: 630-756-2616

## **SPECIAL USE BURR RIDGE APPLICATION**

**Address – 15W776 N Frontage**

### **DESCRIPTION OF USE**

15W776 will be utilized as an attractive outdoor showroom for M & T Truck Sales, an existing auto dealer in Burr Ridge. We are currently located one block north of 15W776 at 7545 S. Madison Street. The corner parcel of 15W776 will be a high-end office for clients to do paperwork and take delivery of their finished product. The office space will also serve as a meeting point for other services we provide, which are listed in the business model below. My goal for this location is to give our customers a convenient, high-class sales experience.

Business hours are as follows:

Monday to Friday, 9 AM – 5 PM.

Saturday, 9 AM – 12 PM.

Sunday CLOSED

### **BUSINESS MODEL**

Our business is simple and straight-forward. We buy and sell tractor trucks in an efficient and safe manner. The process begins by taking orders from clients who need vehicles with particular specifications for their business application. M & T Truck Sales will find the equipment and hire a transport company to deliver the vehicles to 7545 S Madison Street. From this point the reconditioning process begins. This generally includes safety inspections, mechanical/paint repairs, and a complete auto detail to bring the vehicle to like new condition. We also sell new model equipment, which goes through a similar but less involved process. Generally, new vehicles only receive a safety inspection to verify a safe vehicle to be sold. After this process is completed, the vehicle will be transported to the satellite store at 15W776 where it will be showcased in it's like new condition. Clients will then sign their paperwork and take delivery of their purchases in a high-end, opulent environment. The satellite store will also serve as our brokerage office. In these instances, we are not physically buying and selling vehicles but serving as a middleman to connect a client with a finance company.

The upscale office at 15W776 will serve as a great gathering point for our customer base. In summation, this process serves as an extremely functional and prudent model for a highly successful business in Burr Ridge.

### **REASON FOR SPECIAL USE**

The location of 15W776 is nestled on the corner of an industrial corridor of Burr Ridge. The neighboring businesses within 1 block include

(Listed in order of closest proximity)

- B & E Towing & Auto Repair – 15W760 N Frontage Rd
- U-Haul Neighborhood Dealer - 15W760 N Frontage Rd
- Highline Auto Repair - 15W760 N Frontage Rd
- Madison's Pub and Grill – 7611 S Madison St
- Complete Truck Services Corporation – 15W740 N Frontage Rd
- Route 66 Auto Services - 15W740 N Frontage Rd
- Troy Water and Fire Restoration - 15W740 N Frontage Rd
- Midwest Helicopter Airways – 525 Executive Dr
- A1 Auto Sales – 7585 S Madison St
- Burr Ridge Motor Sales – 7585 S Madison St.
- Naz' Auto Garage – 7555 S Madison St.
- Allied Waterproofing – 520 Executive Dr
- ETI School of Skilled Trades – 500 Joliet Rd.
- Burr Ridge Truck Repair – 7545 S Madison St.
- P2Z Trucking – 7545 S Madison St.
- GTS Transportation Company – 7545 S Madison St.
- Mars Chocolate – 15W660 79<sup>th</sup> St
- United Food Ingredients – 15W700 S Frontage Rd

Based on the neighboring businesses and our business model, M & T Truck Sales is a great addition to the community.

#### M & T Truck Sales

- Will not be detrimental to the general welfare of the public
- Will not impair or diminish property values. In contrast the investment in our high-end office space will increase neighboring property values significantly
- Will not impede normal and orderly development of surrounding properties

Utilities at the property are adequate.

Extensive investments in exterior lighting, roofing, interior office space, pavement, and landscaping will be made.

Adequate measures of ingress and egress were taken.

Adequate fire safety and security measures were taken.

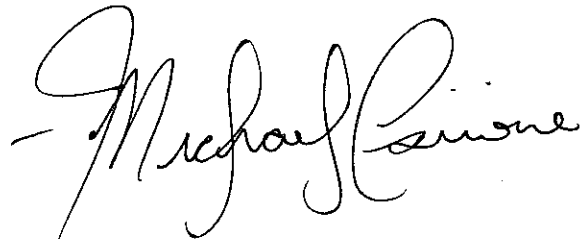
The proposed special use is not contrary to the objectives of the Official Comprehensive Plan of the Village of Burr Ridge as amended.

The special use shall, in other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission or, if applicable, the Zoning Board of Appeals.

The amendment to the zoning is compatible with other standard and uses of the Zoning Ordinance.

This amendment fulfills the purpose and intent of the Zoning Ordinance.

M & T Truck Sales is owned and operated by a resident of Burr Ridge who cares about the appearance of his business and his city. 15W776 will certainly be the cleanest and most attractive commercial space on the block. We look forward to showcasing the business spirit of the Village of Burr Ridge proudly.

A handwritten signature in black ink, reading "Michael Simone". The signature is written in a cursive style with a large, stylized "M" and "S".





## ORDINANCE NO. \_\_\_\_-20

AN ORDINANCE GRANTING A SPECIAL USE FOR OUTDOOR, OVERNIGHT  
STORAGE OF RETAIL VEHICLES ANCILLARY TO A PERMITTED OR SPECIAL  
USE IN THE G-I GENERAL INDUSTRIAL DISTRICT.

(Z-09-2020: 15W776 North Frontage Road - Criscione)

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

**WHEREAS**, said Plan Commission of this Village held a public hearing on the question of granting said special use on August 3, 2020 and August 17, 2020, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

**WHEREAS**, the Village of Burr Ridge Plan Commission has made its report on the request for the special use, including its findings and recommendations, to this Mayor and Board of Trustees, and this Mayor and Board of Trustees has duly

considered said report, findings, and recommendations.

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

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

- A. That the Petitioner for the special use for the property located at 15W776 North Frontage Road, Burr Ridge, Illinois, is Michael Criscione (hereinafter "Petitioner"). The Petitioner requests a special use for outdoor, overnight storage of retail vehicles ancillary to a permitted or special use in the G-I General Industrial District.
- B. That the amendment will not detract from the public health, safety, morals, comfort, or general welfare.
- C. That the special use is appropriate in that the property is located non-adjacent to other Village parcels, and is not considered being in a strategic location relative to the Village's overall Comprehensive Plan.
- D. That the amendment will allow the petitioner to bring a necessary service to the residents of the Village.

- E. That the site plan of the property is adequate for the use.
- F. That adequate traffic facilities are present on or adjacent to the property, as the petitioner has agreed to close a point of access on Madison Street, thus limiting traffic access on this thoroughfare.
- G. That the use is not contrary to the objectives of the Official Comprehensive Plan.
- H. That the amendment will otherwise conform to the applicable regulations of the Zoning Ordinance.

**Section 3:** That the special use to permit outdoor, overnight storage of retail vehicles ancillary to a permitted or special use in the G-I General Industrial District is ***hereby granted*** for the property commonly known as 15W776 North Frontage Road and identified by the Permanent Real Estate Index Number of: **09-25-300-015.**

**Section 4:** That approval of the special use shall be subject to the following conditions:

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as Exhibit A.
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No more than fourteen (14) semi-truck cabs shall be stored on site at any one time, and all trucks stored overnight shall be parked in a striped parking space.
4. Individual trucks may not be stored on the subject property for more than seven (7) consecutive days.
5. Any truck stored overnight on the subject property shall be in good working condition.
6. No maintenance of trucks shall be performed on the subject property.
7. No trailers or other accessories may be parked or stored at any time on the subject property.
8. The special use shall be temporary in nature, expiring one year after final ordinance approval is granted by

the Board of Trustees.

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

**PASSED** this 14<sup>th</sup> day of September, 2020, 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 14<sup>th</sup> day of September, 2020.

---

Mayor

ATTEST:

---

Deputy Village Clerk



M & T TRUCK SALES  
7545 S. MADISON ST.  
BURR RIDGE, IL 60527  
P: 630-756-2616

## **SPECIAL USE BURR RIDGE APPLICATION**

**Address – 15W776 N Frontage**

### **DESCRIPTION OF USE**

15W776 will be utilized as an attractive outdoor showroom for M & T Truck Sales, an existing auto dealer in Burr Ridge. We are currently located one block north of 15W776 at 7545 S. Madison Street. The corner parcel of 15W776 will be a high-end office for clients to do paperwork and take delivery of their finished product. The office space will also serve as a meeting point for other services we provide, which are listed in the business model below. My goal for this location is to give our customers a convenient, high-class sales experience.

Business hours are as follows:

Monday to Friday, 9 AM – 5 PM.

Saturday, 9 AM – 12 PM.

Sunday CLOSED

### **BUSINESS MODEL**

Our business is simple and straight-forward. We buy and sell tractor trucks in an efficient and safe manner. The process begins by taking orders from clients who need vehicles with particular specifications for their business application. M & T Truck Sales will find the equipment and hire a transport company to deliver the vehicles to 7545 S Madison Street. From this point the reconditioning process begins. This generally includes safety inspections, mechanical/paint repairs, and a complete auto detail to bring the vehicle to like new condition. We also sell new model equipment, which goes through a similar but less involved process. Generally, new vehicles only receive a safety inspection to verify a safe vehicle to be sold. After this process is completed, the vehicle will be transported to the satellite store at 15W776 where it will be showcased in it's like new condition. Clients will then sign their paperwork and take delivery of their purchases in a high-end, opulent environment. The satellite store will also serve as our brokerage office. In these instances, we are not physically buying and selling vehicles but serving as a middleman to connect a client with a finance company.

The upscale office at 15W776 will serve as a great gathering point for our customer base. In summation, this process serves as an extremely functional and prudent model for a highly successful business in Burr Ridge.

### **REASON FOR SPECIAL USE**

The location of 15W776 is nestled on the corner of an industrial corridor of Burr Ridge. The neighboring businesses within 1 block include

(Listed in order of closest proximity)

- B & E Towing & Auto Repair – 15W760 N Frontage Rd
- U-Haul Neighborhood Dealer - 15W760 N Frontage Rd
- Highline Auto Repair - 15W760 N Frontage Rd
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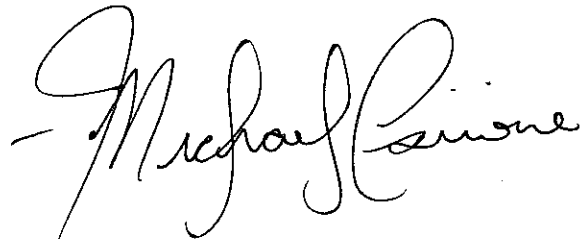
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A handwritten signature in black ink, reading "Michael Simone". The signature is written in a cursive style with a large, stylized "M" and "S".



## ORDINANCE NO. A-222- -20

ORDINANCE AMENDING SECTION 25.09 OF CHAPTER 25  
(LIQUOR CONTROL) OF THE BURR RIDGE MUNICIPAL CODE  
(CLASS S LIQUOR LICENSES - THE HENN HOUSE  
306 BURR RIDGE PARKWAY)

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

**Section 1:** That the last paragraph of Section 25.09 of Chapter 25 of the Burr Ridge Municipal Code be and is hereby amended to read in its entirety as follows:

The number of Class "A" licenses issued within the Village shall be limited to zero (0); the number of Class "B" licenses issued within the Village shall be limited to four (4) ; the number of Class "C" licenses issued within the Village shall be limited to one (1); the number of Class "D" licenses shall not be limited; the number of Class "E" licenses shall not be limited; the number of Class "F" licenses issued within the Village shall be limited to one (1); the number of Class "G" licenses issued within the Village shall be limited to one (1); the number of Class "H" licenses issued within the Village shall be limited to eight (8); the number of Class "I" licenses shall not be limited; the number of Class "J" licenses issued within the Village shall be limited to zero (0). The number of Class "K" licenses shall be limited to one (1). The number of Class "L" licenses shall be limited to one (1). The number of Class "M" licenses shall be limited to (1). The number of Class "N" licenses shall not be limited. The number of Class "O" licenses shall be limited to zero (0). The number of Class "P" licenses shall be limited to one (1). The number of Class "P-1" licenses shall be limited to one (1). The number of Class "Q" licenses shall be limited to one (1). The number of Class "R" licenses shall be limited to one (1). The number of Class "S" licenses shall be limited to zero (0).

**Section 2:** That this Ordinance shall take effect from and after its passage, approval, and publication in the manner provided

by law. That the Deputy Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

**PASSED** this 14<sup>th</sup> day of September 2020, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 14<sup>th</sup> day of September, 2020 by the Mayor of the Village of Burr Ridge.

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Mayor

ATTEST:

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Deputy Village Clerk

## ORDINANCE NO. A-1088-01-20

ORDINANCE AUTHORIZING A SECOND AMENDMENT TO  
ANNEXATION AGREEMENT AND A FIRST AMENDMENT OF SUBDIVISION  
IMPROVEMENT COMPLETION AGREEMENT  
(FALLINGWATER FIRST ADDITION)

**WHEREAS**, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, entered into an Annexation Agreement (Ordinance #1088) that included agreements relative to the approval and construction of the Fallingwater First Addition Subdivision; and

**WHEREAS**, the Owner of said subdivision property has requested an extension of the deadline for completion of the subdivision improvements; and

**WHEREAS**, the Corporate Authorities did hold a public hearing to consider an amendment to "Annexation Agreement (Fallingwater First Addition)" dated September 14, 2020, said Amendment being entitled "Second Amendment to Annexation Agreement (Fallingwater First Addition)" a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

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

**WHEREAS**, the Village entered into a Subdivision

Improvement Completion Agreement (Fallingwater First Addition) dated July 12, 2018 which also established a deadline for completion of the subdivision improvements; and

**WHEREAS**, it is necessary and appropriate to amend said Subdivision Improvement Completion Agreement (Fallingwater First Addition) to extend the deadline for completion of the subdivision improvements; and

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

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

**A.**

**Section 2:** That this Mayor and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents that the aforesaid Subdivision Improvement Completion Agreement (Fallingwater First Addition) be amended with said Amendment to be in the form attached hereto and made a part

hereof as **Exhibit B.**

**Section 3:** That the Mayor and Deputy Village Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, are hereby authorized to execute the aforesaid Amendments for and on behalf of said Village.

**Section 3:** That this Ordinance shall take effect from and after its passage, approval, and publication in the manner provided by law. That the Deputy Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

**PASSED** this 14<sup>th</sup> day of September 2020, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**APPROVED** by the Mayor of the Village of Burr Ridge on this 14<sup>th</sup> day of September, 2020.

---

Mayor

ATTEST:

---

Deputy Village Clerk

**Exhibit A**

***THIS DOCUMENT***

***PREPARED BY AND  
AFTER RECORDING  
RETURN TO:***

Evan Walter  
Deputy Village Clerk  
Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, Illinois 60527

***This Space for Recorder's Use Only***

**SECOND AMENDMENT OF ANNEXATION AGREEMENT**

**by and between**

**THE VILLAGE OF BURR RIDGE  
AND  
ROUTE 83 BURR RIDGE LLC**

**(FALLINGWATER FIRST ADDITION)**

**DATED AS OF September \_\_, 2020**

**SECOND AMENDMENT TO ANNEXATION AGREEMENT  
(Fallingwater First Addition)**

**THIS SECOND AMENDMENT TO ANNEXATION AGREEMENT** (this “**Second Amendment**”) is hereby made and entered into this \_\_\_\_ day of September, 2020, by and between the VILLAGE OF BURR RIDGE, a municipal corporation (hereinafter the “**Village**”) and ROUTE 83 BURR RIDGE LLC, an Illinois limited liability company, (hereinafter the “**Owner**”).

**WITNESSETH:**

**WHEREAS**, the Owner and Village entered into that certain Annexation Agreement (Fallingwater First Addition) dated February 28, 2008, and recorded with the DuPage County Recorder on May 22, 2008, as Document Number R2008-084525 (the “**Original Annexation Agreement**”), as amended by that certain Amendment to Annexation Agreement (Fallingwater First Addition) dated December 11, 2017, and recorded with the DuPage County Recorder on May 16, 2018, as Document Number R2018-043061 (the “**First Amendment**”, and together with the Original Annexation Agreement, as amended by this Second Amendment, the “**Annexation Agreement**”); and

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

OUTLOT A, OUTLOT B AND LOTS 1, 2, 3, 4 AND 5 IN THE FINAL PLAT OF SUBDIVISION FALLING WATER FIRST ADDITION BEING PART OF LOT 68 OF THE ASSESSMENT DIVISION OF THE SOUTH HALF OF SECTIONS 1 AND 2 AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE CHICAGO SANITARY DISTRICT, AND PART OF OUTLOT E IN FALLING WATER, ALL IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 2018 AS DOCUMENT NUMBER R2018-068227 IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Numbers: 10-02-407-011-0000 (Outlot A); 10-02-407-017-0000 (Outlot B); 10-02-407-012-0000 (Lot 1); 10-02-407-013-0000 (Lot 2); 10-02-407-014-0000 (Lot 3); 10-02-407-015-0000 (Lot 4); 10-02-407-016-0000 (Lot 5)

Commonly located to the north of Fallingwater Subdivision on Cascade Circle and west of Madison Street and east of Illinois Route 83, DuPage County, Illinois (hereinafter the “Subject Property”);

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

**WHEREAS**, Owner’s predecessor in title to the Subject Property and Village previously entered into the Original Annexation Agreement, and Owner and Village wish to amend the Annexation Agreement as provided herein; and

**WHEREAS**, although the Subject Property was to have been developed pursuant to the terms of the Annexation Agreement, it has not yet been developed and remains vacant; and

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

**WHEREAS**, the parties wish to enter into a binding agreement upon the terms and conditions contained in this Second Amendment; and

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

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

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



1. **Definitions:** Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Annexation Agreement.

2. **Improvements Deadline:** The last sentence of Section 3, entitled Final Engineering Approval, of the First Amendment is hereby amended and restated as follows:

“If the Improvements are not fully completed on or before July 23, 2022, or such extended period approved by the Village, the Village may draw upon the letter of credit provided by Owner in order to complete the Improvements.”

3. **General Provisions:**

- a. **Notices:** Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Second Amendment shall be in writing and shall be delivered personally or sent by registered certified mail, return receipt request, postage prepaid, addressed as follows:

- i. If to the Village or Corporate Authorities:

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

with a copy to:

(a) Village Administrator  
Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, Illinois 60521

(b) Michael K. Durkin  
Storino, Ramello & Durkin  
9501 West Devon Avenue  
Suite 800  
Rosemont, Illinois 60018

- ii. If to the Owner:

Route 83 Burr Ridge, LLC  
c/o Oxford Bank & Trust  
1111 West 22<sup>nd</sup> Street, Suite 800  
Oak Brook, Illinois 60523

or to such other address as any party may from time to time designate in a written notice to the other parties.

b. **Continuity of Obligations:**

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

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

c. **Remedies:** The Village, the Owner and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Second Amendment by any of the parties, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance

herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

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

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

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

(1) **To Effective Date of Second Amendment:** The Owner, concurrently with the approval of this Second Amendment, shall reimburse the Village for the following expenses incurred in the preparation and review of this Second Amendment, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

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

(2) **From and After Effective Date of Second Amendment:** Except as otherwise expressly provided in the paragraph immediately following this paragraph, upon written demand by Village made by and through its Mayor, the Owner from time to time but not more frequently than once a month shall promptly reimburse Village for all expenses and costs incurred by Village in the

administration of this Second Amendment, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

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

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

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

- (a) The Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and the Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall

have the option of being represented by its own legal counsel. In the event the Village exercises such option, then the Owner shall reimburse the Village, from time to time on written demand from the Mayor of Village and notice of the amount due, for any expenses, including but not limited to court costs, attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

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

g. **No Waiver of Relinquishment of Right to Enforce Second Amendment:**

Failure of either party to this Second Amendment to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

h. **Village Approval or Direction:** Where Village approval or direction is required by this Second Amendment, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with the express provisions of this Second Amendment.

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

j. **Further Amendments:** This Second Amendment, together with the Annexation Agreement, sets forth all the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are set forth in this Second Amendment and the Annexation Agreement. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Second Amendment and/or the Annexation Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by the Village and Owner.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Second Agreement on the day and year first above written.

**VILLAGE OF BURR RIDGE**

**ROUTE 83 BURR RIDGE LLC**

By: \_\_\_\_\_  
Village Mayor

By: \_\_\_\_\_  
Oxford Bank & Trust, Managing  
Member

ATTEST:

By: \_\_\_\_\_  
Deputy Village Clerk

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS       )  
  )  
COUNTY OF DU PAGE    )

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

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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



STATE OF ILLINOIS       )  
  )  
COUNTY OF DUPAGE       )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_ of Oxford Bank & Trust,  
Managing Member of Route 83 Burr Ridge LLC, personally known by me to be said  
\_\_\_\_\_ of Oxford Bank & Trust, and personally known to me to be the same person  
whose name is subscribed to the foregoing instrument, and that he appeared before me this day  
in person and acknowledged that, pursuant to authority granted by the Operating Agreement of  
said limited liability company, he signed and delivered the said instrument for the uses and  
purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Notary Public

**Exhibit B**

***THIS DOCUMENT***

***PREPARED BY AND  
AFTER RECORDING  
RETURN TO:***

Evan Walter, Deputy Village Clerk  
Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, Illinois 60527

***This Space for Recorder's Use Only***

**FIRST AMENDMENT OF SUBDIVISION IMPROVEMENT COMPLETION  
AGREEMENT**

**by and between**

**THE VILLAGE OF BURR RIDGE  
AND  
ROUTE 83 BURR RIDGE LLC**

**(FALLINGWATER FIRST ADDITION)**

**DATED AS OF September \_\_, 2020**

**FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT COMPLETION  
AGREEMENT  
(Fallingwater First Addition)**

**THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT COMPLETION AGREEMENT FALLINGWATER FIRST ADDITION** (this “**First Amendment**”) is hereby made and entered into this \_\_\_\_ day of September, 2020, by and between the VILLAGE OF BURR RIDGE, a municipal corporation (hereinafter the “**Village**”) and ROUTE 83 BURR RIDGE LLC, an Illinois limited liability company, (hereinafter the “**Owner**”).

**WITNESSETH:**

**WHEREAS**, the Owner and Village entered into that certain Subdivision Improvement Completion Agreement (Fallingwater First Addition) dated July 12, 2018, and recorded with the DuPage County Recorder on July 24, 2018, as Document Number R2018-068226 (the “**Original Subdivision Agreement**”, and together with this First Amendment, the “**Subdivision Agreement**”); and

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

OUTLOT A, OUTLOT B AND LOTS 1, 2, 3, 4 AND 5 IN THE FINAL PLAT OF SUBDIVISION FALLING WATER FIRST ADDITION BEING PART OF LOT 68 OF THE ASSESSMENT DIVISION OF THE SOUTH HALF OF SECTIONS 1 AND 2 AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE CHICAGO SANITARY DISTRICT, AND PART OF OUTLOT E IN FALLING WATER, ALL IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 2018 AS DOCUMENT NUMBER R2018-068227 IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Numbers: 10-02-407-011-0000 (Outlot A); 10-02-407-017-0000 (Outlot B); 10-02-407-012-0000 (Lot 1); 10-02-407-013-0000 (Lot 2); 10-02-407-014-0000 (Lot 3); 10-02-407-015-0000 (Lot 4); 10-02-407-016-0000 (Lot 5)

Commonly located to the north of Fallingwater Subdivision on Cascade Circle and west of Madison Street and east of Illinois Route 83, DuPage County, Illinois (hereinafter the "Subject Property"); and

**WHEREAS**, Owner and Village wish to amend the Original Subdivision Agreement as provided herein.

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

1. **Terms.** All terms used herein, if not otherwise defined herein, shall have the meaning set forth in the Original Subdivision Agreement.
2. **Extension of Installation Period.** Paragraph 1 of the Original Subdivision Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

That at Owner's expense, Owner shall fully install and complete on or prior to July 23, 2022, or within such lesser period as may be specifically provided in the Subdivision Ordinance, or approved construction schedules, for certain work or improvements, the land improvements and work related thereto, as required by the Subdivision Ordinance and as provided for in the plans and specifications entitled Fallingwater First Addition Subdivision Site Improvement Plan consisting of 21 pages, prepared by BCI Bono Consulting, Inc. and last revised August 15, 2017. Said plans and specifications are incorporated herein by reference.

3. **Covenants to Run with Land.** The covenants, conditions, restrictions and easements contained in the Subdivision Agreement, shall run with and bind the Premises.
4. **Effective Date.** This First Amendment shall be recorded by the Village in the Office of the Recorder of Deeds of DuPage County, Illinois, at the expense of the Owner, and is effective as of the time and date of the recording hereof with the Recorder of Deeds.
5. **Continuation.** Except to the extent expressly set forth hereinabove, the remaining provisions of the Original Subdivision Agreement shall continue in effect without change.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this First Agreement on the day and year first above written.

**VILLAGE OF BURR RIDGE**

**ROUTE 83 BURR RIDGE LLC**

By: Oxford Bank & Trust, its sole member

By: \_\_\_\_\_  
Village Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Deputy Village Clerk

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS       )  
  )  
COUNTY OF DU PAGE    )

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

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

STATE OF ILLINOIS       )  
  )  
COUNTY OF DUPAGE       )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_ of Oxford Bank & Trust,  
Managing Member of Route 83 Burr Ridge LLC, personally known by me to be said  
\_\_\_\_\_ of Oxford Bank & Trust, and personally known to me to be the same person  
whose name is subscribed to the foregoing instrument, and that he appeared before me this day  
in person and acknowledged that, pursuant to authority granted by the Operating Agreement of  
said limited liability company, he signed and delivered the said instrument for the uses and  
purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Notary Public

## ORDINANCE NO. A-\_\_\_\_-\_\_\_\_-20

AN ORDINANCE GRANTING SPECIAL USE APPROVAL PURSUANT TO THE  
BURR RIDGE ZONING ORDINANCE FOR FINAL SITE PLAN AND BUILDING  
ELEVATION APPROVAL TO PERMIT AN OFFICE BUILDING IN THE  
T-1 TRANSITIONAL DISTRICT

(Z-04-2020: 15W230 North Frontage Road - Bobak)

---

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

**WHEREAS**, said Plan Commission of this Village held a public hearing on the question of granting said special use on February 3, 2020; July 6, 2020; and August 17, 2020 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

**WHEREAS**, the Village of Burr Ridge Plan Commission has made its report on the request for a special use, including its findings and recommendations, to this Mayor and Board of

Trustees, and this Mayor and Board of Trustees has duly considered said report, findings, and recommendations.

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

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

- A. That the Petitioner for the special use for the property located at 15W230 North Frontage Road, Burr Ridge, Illinois, is John Bobak (hereinafter "Petitioner"). The Petitioner requests special use approval as per Section VII.B.8-10 for site, landscaping, and building elevation plan approval and special use approval.
- B. That the proposed building and site improvements are consistent in design and character with the requirements of the transitional district;
- C. That the use of the building for an office building is consistent with other uses in this T-1 District and will not adversely impact adjacent residential uses.



**Section 3:** That special use approval as per Section VII.B.8-10 for site, landscaping, and building elevation plan approval *is hereby granted* for the property commonly known as 15W230 North Frontage Road and identified by the Permanent Real Estate Index Numbers (PIN) of: 09-25-208-012 and 09-25-208-013.

**Section 4:** That approval of this special use is subject to compliance with the following conditions:

1. The special use shall be made subject to the business and site plan submitted by the petitioner included as **Exhibit A**.
2. The special use shall be limited to John Bobak and his business partners.
3. The loading dock be used not more than 12 times per calendar year.
4. The garage door on the loading dock shall reflect a residential character.
5. Landscaping shall be added along the eastern property line as well as screening all north-facing parking spaces, all to be approved by staff.
6. A 6' fence matching that which is included in the petition's submittal, be erected along the entirety of the northern property line.
7. All rooftop mechanical units must be screened with metal and matching brick.
8. All lighting shall be screened with light shields to prevent light spillage.

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

**PASSED** this 14<sup>th</sup> day of September, 2020, 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 14<sup>th</sup> day of September, 2020.

---

Mayor

ATTEST:

---

Deputy Village Clerk

# NOWICKI OFFICE DEVELOPMENT

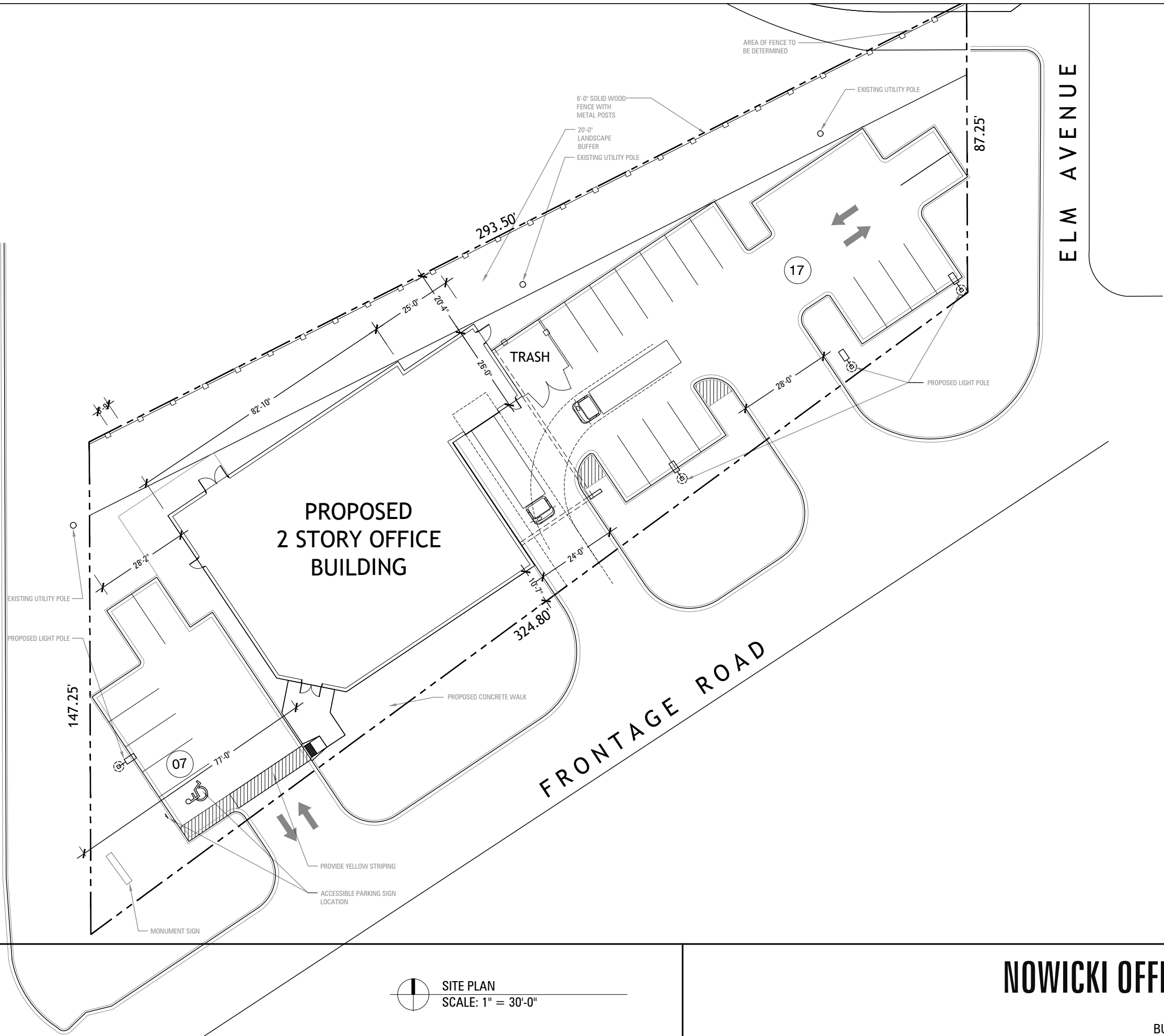
## 15W230 N. FRONTAGE RD

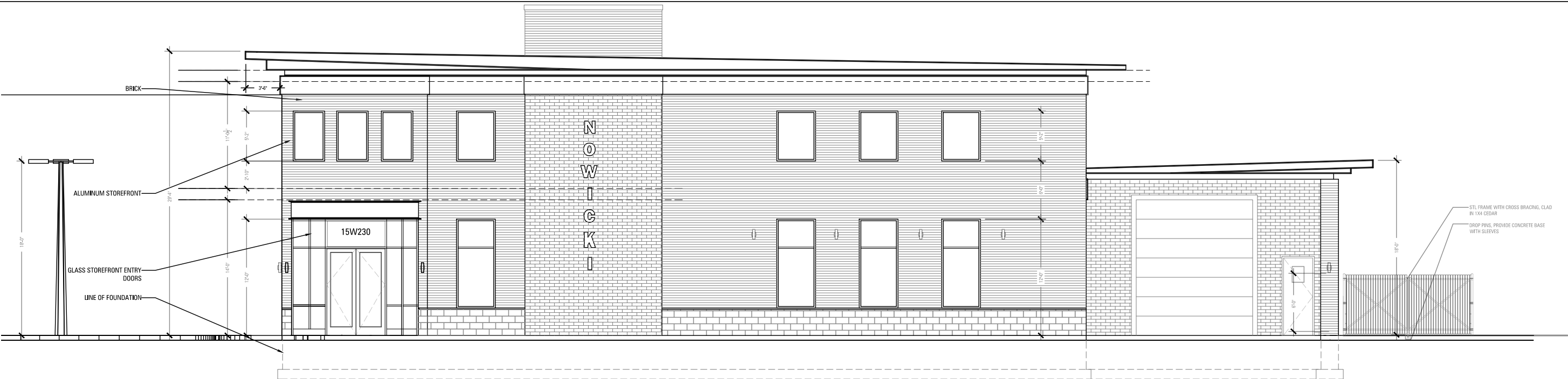
## BURR RIDGE, ILLINOIS

BUILDING CODES:		TABLE OF CONTENTS:	
<ul style="list-style-type: none"><li>• International Building Code (IBC), 2012 Edition</li><li>• International Mechanical Code (IMC), 2012 Edition</li><li>• International Fuel Gas Code (IFGC), 2012 Edition</li><li>• International Energy Conservation Code (IECC), 2012 Edition</li><li>• Illinois State Plumbing Code (ISPC), Latest Edition as mandated by the State of Illinois</li><li>• International Plumbing Code (IPC), 2012 Edition</li><li>• International Fire Code (IFC), 2012 Edition</li><li>• International Wildland-Urban Interface Code 2012</li><li>• NFPA 70, National Electric Code (NEC), 2011 Edition</li><li>• NFPA 101, Life Safety Code (NFPA 101), 2012 Edition</li><li>• Illinois Accessibility Code (IAC), Latest Edition as mandated by the State of Illinois</li><li>• International Existing Building Code , 2012 Edition</li><li>• Village of Burr Ridge Building Ordinance, Ordinance #1124</li><li>• Village of Burr Ridge Zoning Ordinance, Ordinance #834</li><li>• Village of Burr Ridge Municipal Code, Chapter 8 - Stormwater Management</li></ul>		<div><div>A-000</div><div>COVER SHEET</div></div> <div><div>A-001</div><div>SITE PLAN</div></div> <div><div>A-002</div><div>EXTERIOR ELEVATIONS</div></div> <div><div>A-003</div><div>EXTERIOR ELEVATIONS</div></div> <div><div>A-004</div><div>EXTERIOR MATERIALS</div></div> <div><div>A-005</div><div>EXTERIOR RENDERING</div></div> <div><div>A-006</div><div>AERIAL</div></div> <div><div>A-007</div><div>CONTEXT IMAGES</div></div> <div><div>A-008</div><div>CONTEXT IMAGES</div></div> <div><div>A-009</div><div>CONTEXT IMAGES</div></div> <div><div>A-010</div><div>PREVIOUS SITE PLAN 2008</div></div> <div><div>A-011</div><div>PREVIOUS BUILDING COMPARISON</div></div> <div><div>08-015</div><div>LAND TITLE SURVEY</div></div> <div><div>LA-001</div><div>LANDSCAPE PLAN</div></div> <div><div>LA-002</div><div>LIST OF PLANTS</div></div>	
<div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div>HAGUE ARCHITECTURE</div><div>418 CLINTON PLACE RIVER FOREST, ILLINOIS 60305 708.771.3900</div></div></div></div>		<div><div>AUGUST 10 - 2020</div><div>COVER</div><div>A-000</div><div><small>COPYRIGHT 2010 HAGUE ARCHITECTURE</small></div></div>	

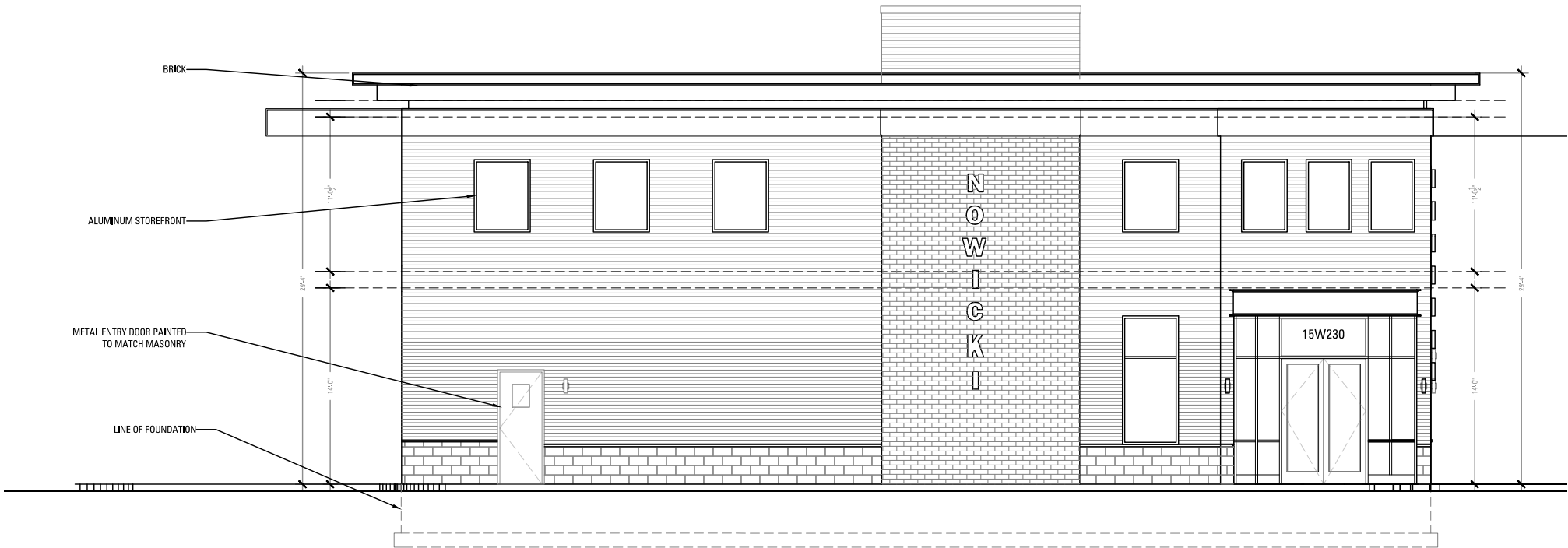
HAMILTON AVENUE

ELM AVENUE

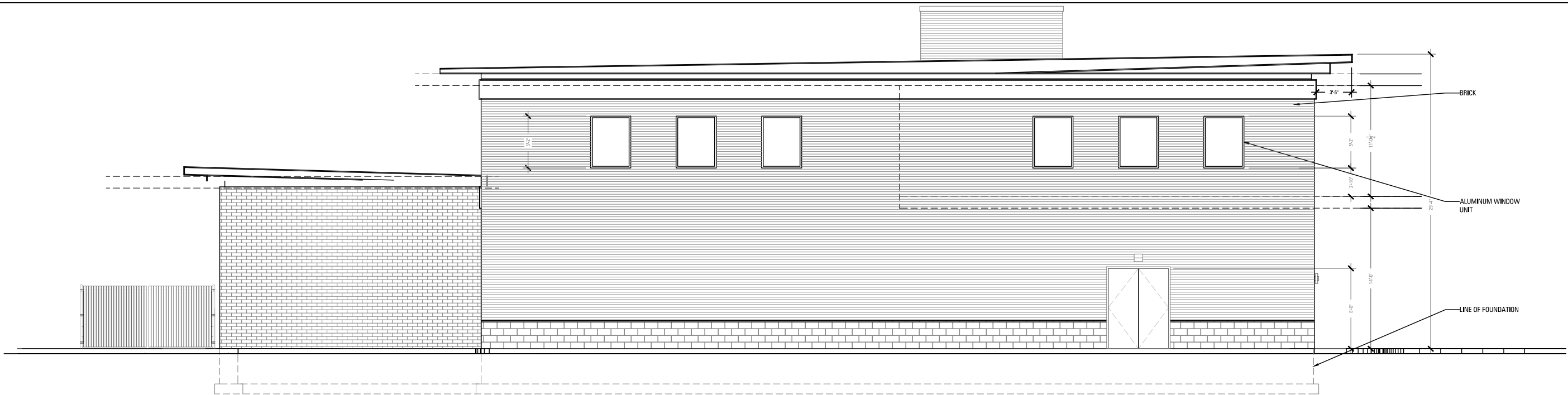




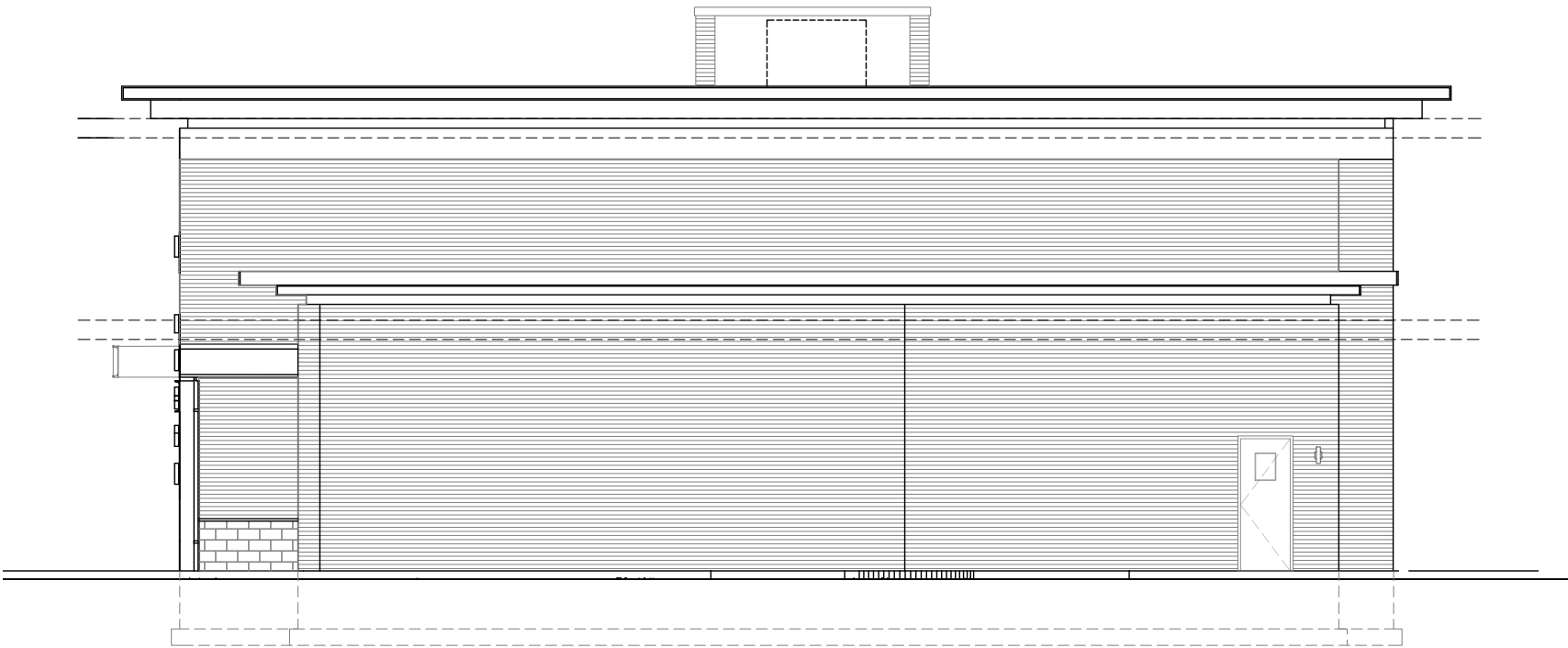
SOUTH ELEVATION



WEST ELEVATION

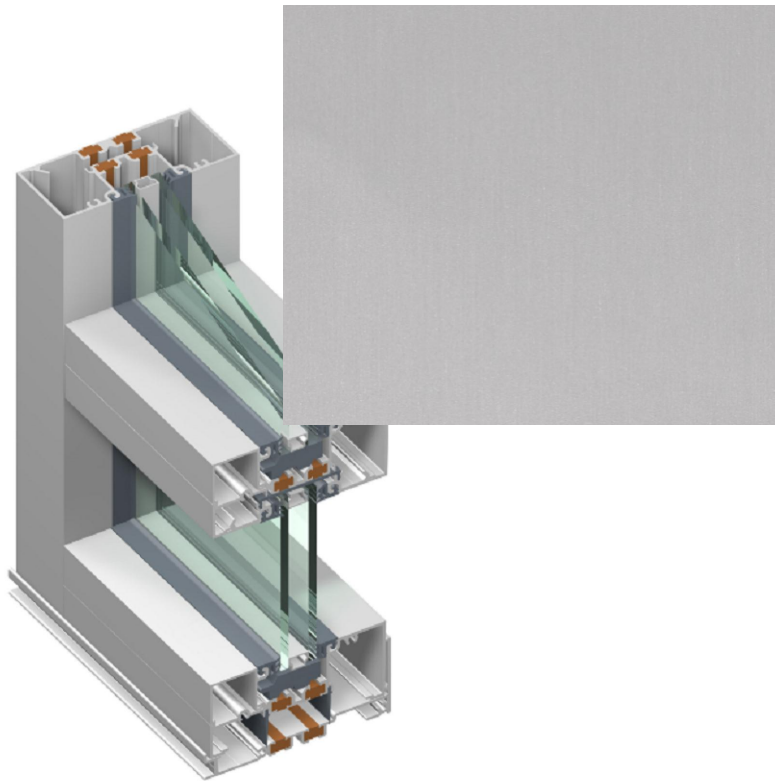


NORTH ELEVATION

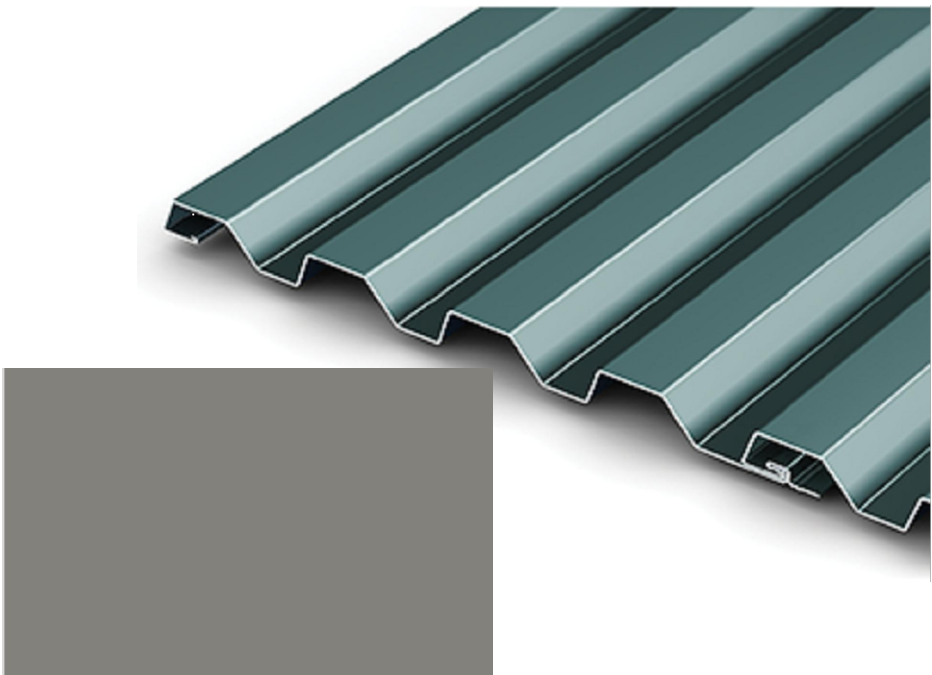


EAST ELEVATION

GLEN GARY OR EQUAL  
ELONGATED BRICK  
VERONA



STOREFRONT:  
VISTAWALL OR EQUAL  
CLEAR ALUMINUM



METAL CORNICE:  
PAC CLAD  
WEATHERED ZINC



EXTERIOR STEEL:  
BLUE PAINTED STEEL



PARKING LOT LIGHTING:  
MCGRAW EDISON  
GLEON



DECORATIVE WALL SCENCE

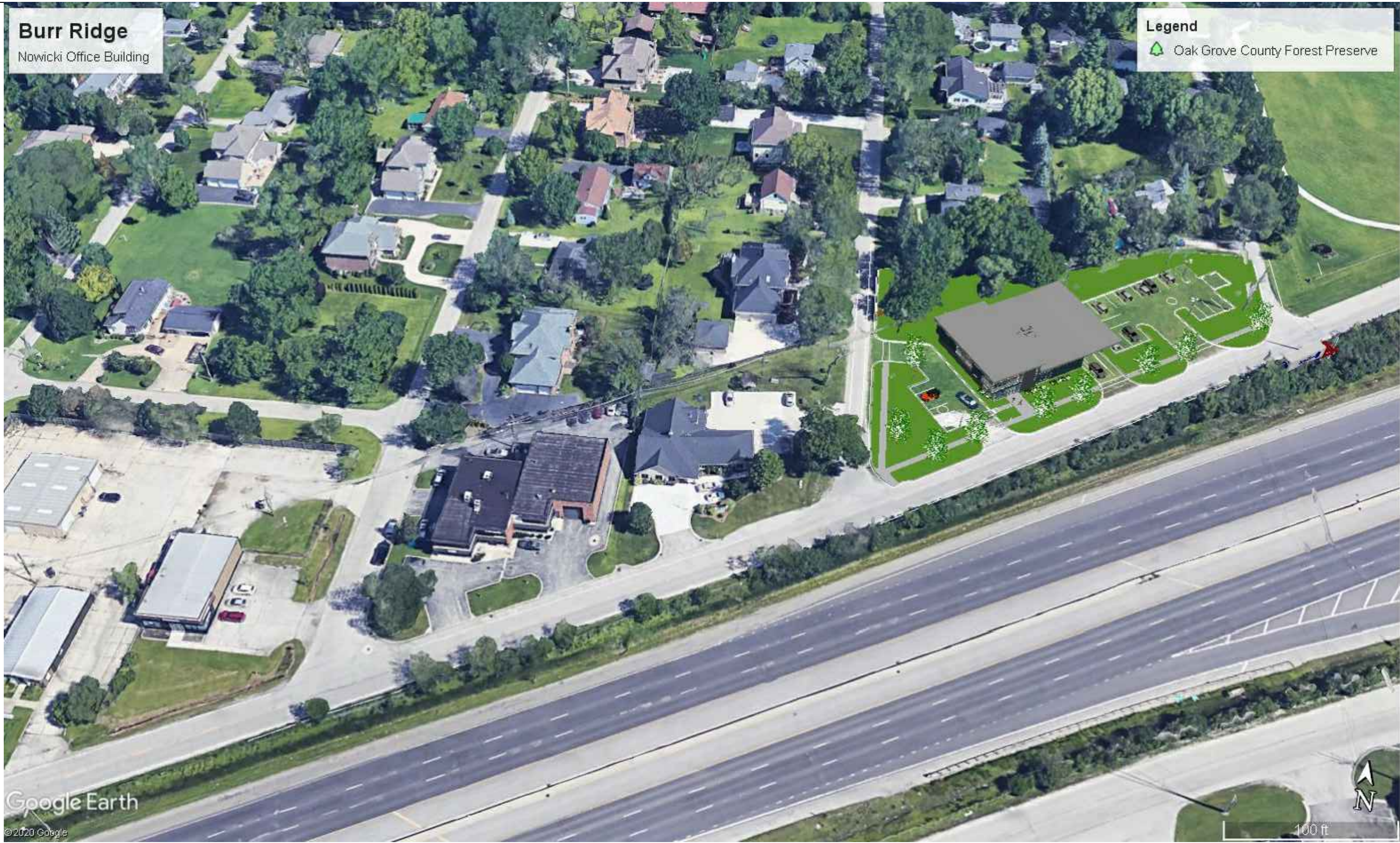


LUMARK LIGHT  
WALL PACK









**Burr Ridge**  
Nowicki Office Building

**Legend**  
Oak Grove County Forest Preserve

Google Earth  
©2020 Google

**HAGUE ARCHITECTURE**  
418 CLINTON PLACE  
RIVER FOREST, ILLINOIS  
60305  
708.771.3900

**NOWICKI OFFICE BLDG**  
BURR RIDGE, ILLINOIS

AERIAL  
**A-006**  
COPYRIGHT 2019 HAGUE ARCHITECTURE







15 Joliet Rd  
Burr Ridge, Illinois  
Google  
Street View



Joliet Rd  
Burr Ridge, Illinois  
Google  
Street View



**HAGUE ARCHITECTURE**  
418 CLINTON PLACE  
RIVER FOREST, ILLINOIS  
60305  
708.771.3900

**NOWICKI OFFICE BLDG**  
BURR RIDGE, ILLINOIS

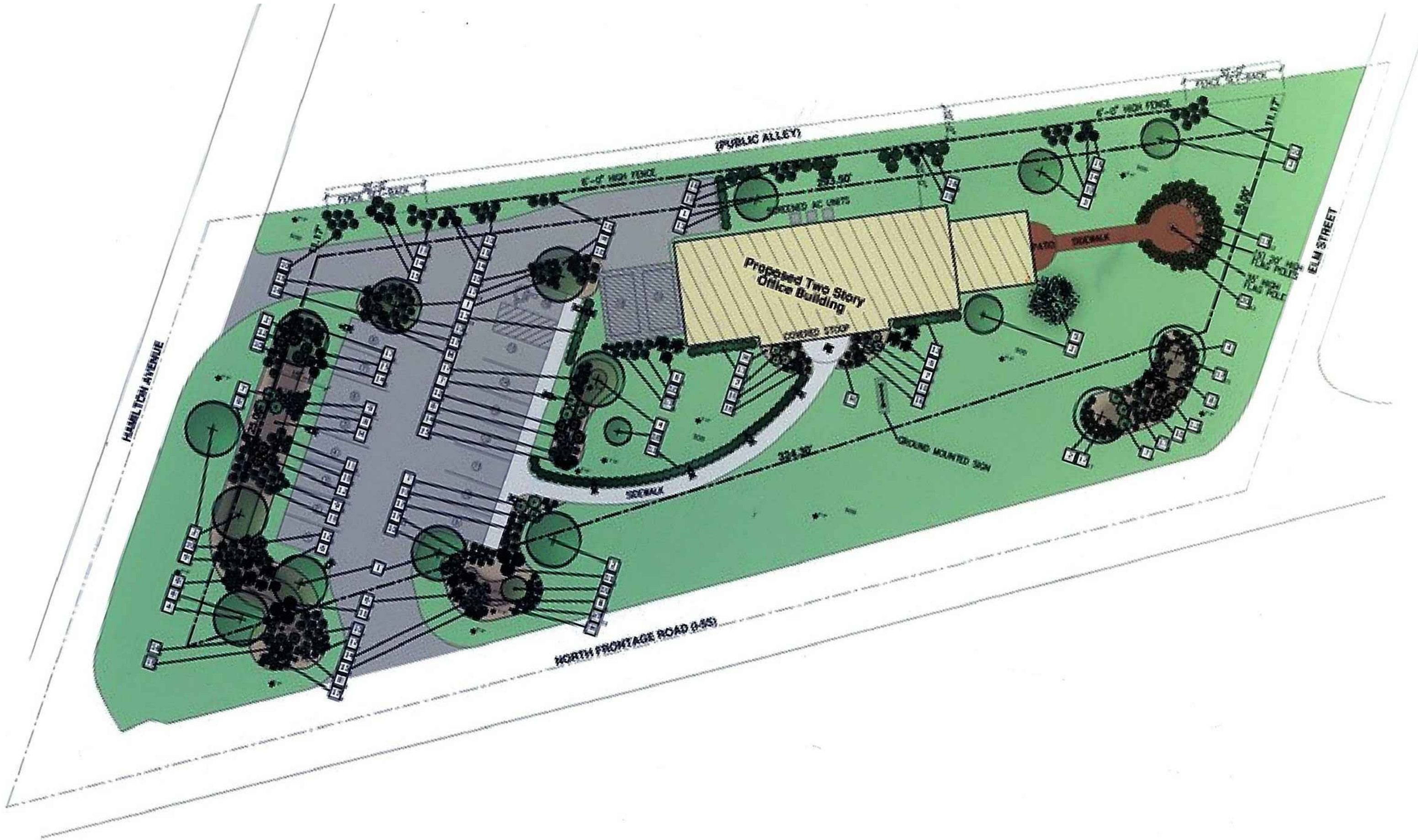
CONTEXT  
**A-008**

COPYRIGHT 2019 HAGUE ARCHITECTURE







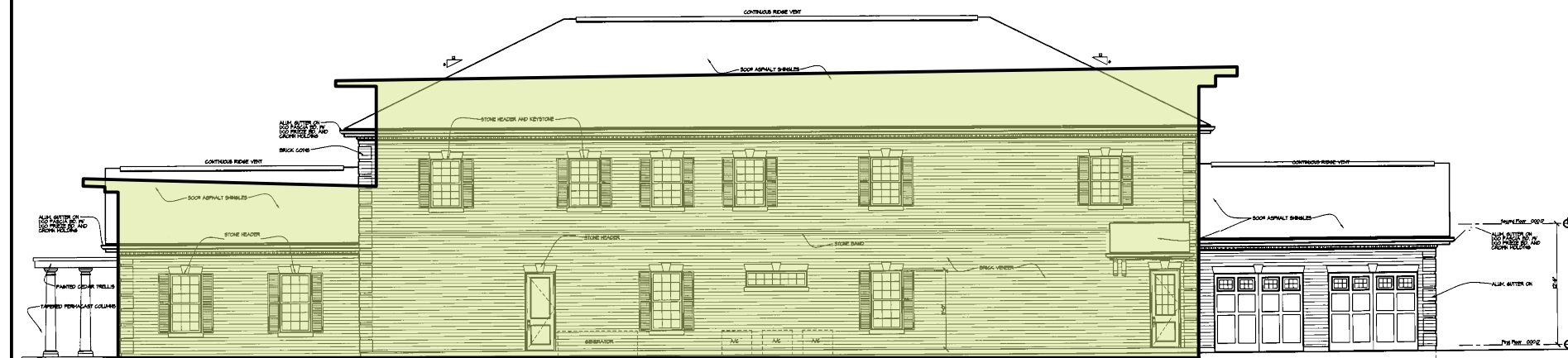






SOUTH ELEVATION COMPARISON

Front Elevation (South) SCALE: 1/4"=1'-0"



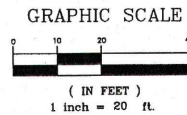
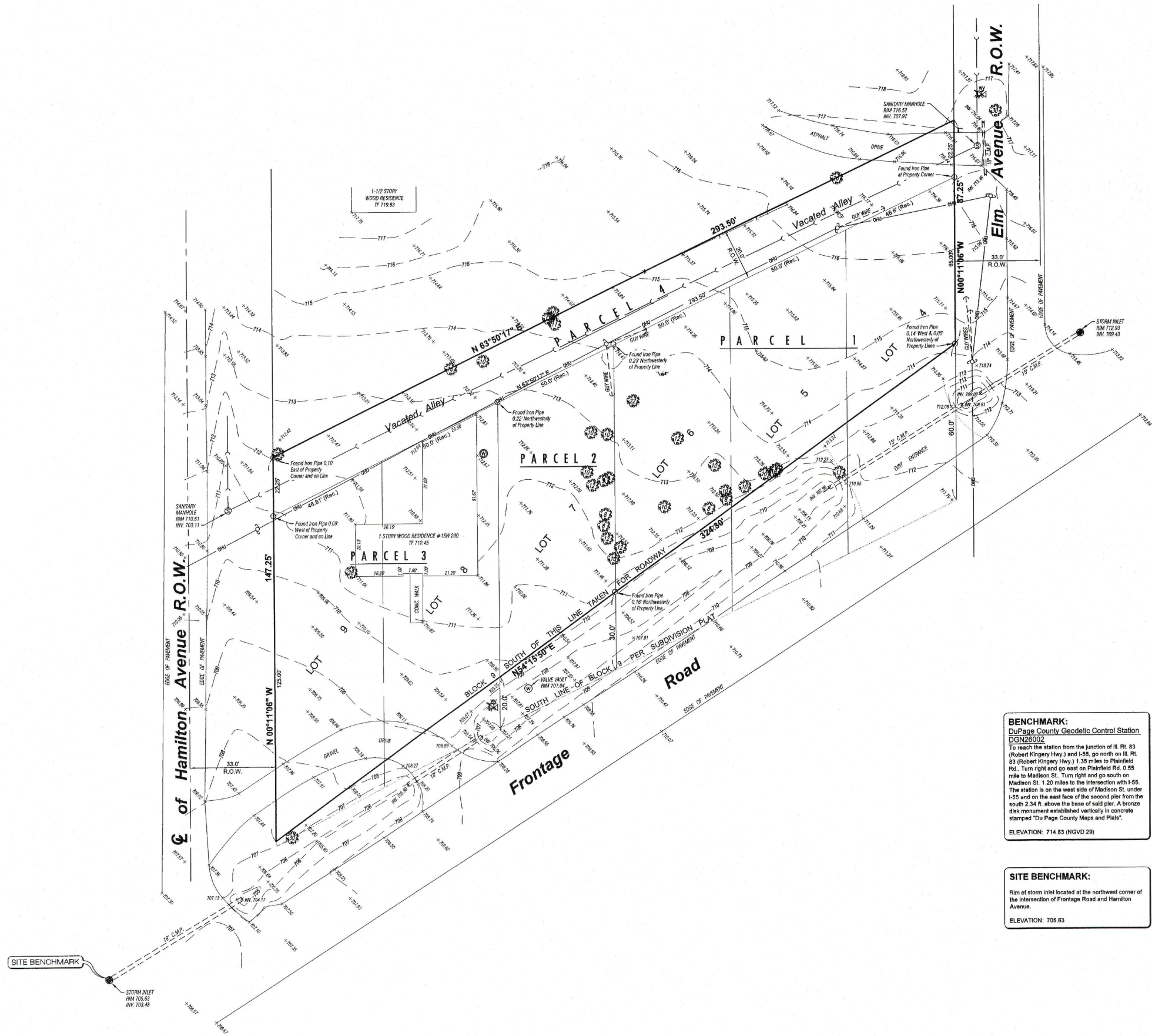
NORTH ELEVATION COMPARISON

344 LINEAR FT

PREVIOUS APPROVED FOOTPRINT  
344 LINEAR FEET OF FOUNDATION WALL

360 LINEAR FT

PROPOSED FOOTPRINT  
360 LINEAR FEET OF FOUNDATION WALL  
(ADDITIONAL 16 LINEAR FEET LARGER)



LEGEND	
	= FOUND IRON PIPE
	= WATER VALVE VAULT
	= B-BOX
	= STREET LIGHT
	= CURB INLET
	= FIRE HYDRANT
	= MANHOLE
	= STORM MANHOLE
	= SANITARY MANHOLE
	= GAS VALVE
	= I.B.T. BOX
	= POWER POLE
	= ELECTRIC TRANSFORMER
	= CABLE BOX
	= TRAFFIC CONTROL BOX
	= MAIL BOX
	= A/C UNIT
	= PROPOSED DOWNSPOUT
	= SPOT ELEVATION
	= PROPOSED ELEVATION
	= FLOW ARROW
	= FINISHED GRADE ELEVATION
	= TOP OF FOUNDATION ELEVATION
	= BRICK LEDGER ELEVATION
	= JOIST LEDGER ELEVATION
	= GARAGE FLOOR ELEVATION
	= FINISHED FLOOR ELEVATION
	= TREE WIDIOMETER - FINE
	= TREE WIDIOMETER - DECIDUOUS
	= WATER SERVICE (EXISTING)
	= WATER SERVICE (PROPOSED)
	= SANITARY SEWER (EXISTING)
	= SANITARY SEWER (PROPOSED)
	= STORM SEWER (EXISTING)
	= STORM SEWER (PROPOSED)
	= GRANULAR TRENCH BACKFILL
	= PROPOSED CONTOUR
	= EXISTING CONTOUR
	= FENCE LINE
	= SILT FENCE

**BENCHMARK:**  
DuPage County Geodetic Control Station  
DGN26002  
To reach the station from the junction of Il. Rt. 83 (Robert Kingery Hwy.) and I-55, go north on Il. Rt. 83 (Robert Kingery Hwy.) 1.35 miles to Plainfield Rd. Turn right and go east on Plainfield Rd. 0.55 mile to Madison St. Turn right and go south on Madison St. 1.20 miles to the intersection with I-55. The station is on the west side of Madison St. under I-55 and on the east face of the second pier from the south 2.34 ft. above the base of said pier. A bronze disk monument established vertically in concrete stamped "DuPage County Maps and Plats".  
ELEVATION: 714.83 (NGVD 29)

**SITE BENCHMARK:**  
Rim of storm inlet located at the northwest corner of the intersection of Frontage Road and Hamilton Avenue.  
ELEVATION: 705.63

REVISIONS:

#	DATE	BY	DESCRIPTION

PROJ MGR: KaW  
DRAWN BY: D.S.  
DATE: 07-21-08

PLANS PREPARED FOR:  
Sales Activity Management, Inc.  
1100 Jorie Boulevard, #314  
Oak Brook, IL 60523

EXISTING CONDITIONS

15 W 230 N. Frontage Road  
Burr Ridge, Illinois

DATE OF FIELD WORK COMPLETION: 01-08-08

Genesis Surveying and Engineering, PC  
PROFESSIONAL DESIGN FIRM No. 184-002922  
30W270 BUTTERFIELD ROAD, SUITE 105  
WARRENVILLE, ILLINOIS 60555  
PH (630) 636-0830 FAX (630) 636-0833

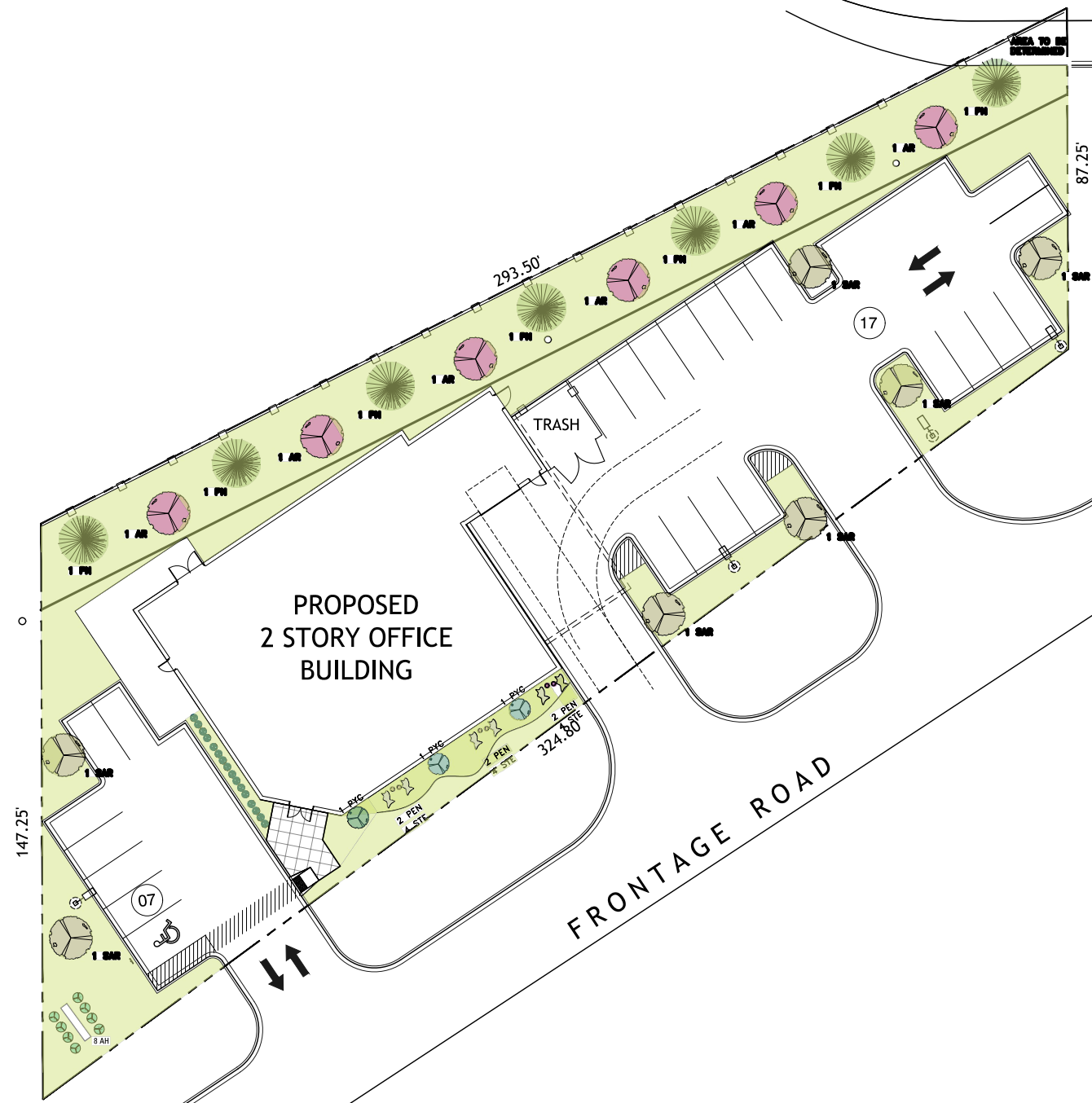
GENESIS JOB NO.  
**08-015**  
SHEET 2 OF 6



8/10/2020 4:35:44 PM










HAMILTON AVENUE

ELM AVENUE



PROPOSED  
2 STORY OFFICE  
BUILDING

FRONTAGE ROAD

Key	Botanical name		Common name
TREES			
	PN	PICEA PUNGENIS	BLUE SPRUCE
	AR	ACER X FREEMANII	AUTUMN BLAZE MAPLE
	PYC	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR
	SAR	MALUS SARGENTII	SARGENT CRABAPPLE
SHRUBS			
	BUM	BUXUX MICROPHYLLA	NORTHERN CHARM BOXWOOD
	AH	ANNABELLE HYDRANANS	ANNABELLE HYDRANGEA
	SUM		GRO-LOW SUMAC
	PEN	PENNISETUM	GRASSES
	STE	STELLA DE ORO	DAYLILY



WOOD FENCE OR SIMILAR





 BLUE SPRUCE (PN)



 CHANTICLEER PEAR (PYC)



 AUTUMN BLAZE MAPLE (AR)



 SARGENT CRABAPPLE (SAR)



 GRO-LOW SUMAC (SUM)



 HYDRANGEA ANNABELLE (AH)



 NORTHERN CHARM BOXWOOD (BUM)



 PENNISETUM (PEN)



 STELLA DE ORO (STE)



## ORDINANCE NO. A-\_\_\_\_\_-20

AN ORDINANCE GRANTING VARIATIONS FROM THE VILLAGE OF BURR RIDGE ZONING ORDINANCE FOR A PRINCIPAL BUILDING THAT EXCEEDS THE MAXIMUM FAR REQUIREMENTS; INSUFFICIENT SETBACKS FOR A PRINCIPAL BUILDING IN THE CORNER AND REAR YARDS; A TRASH DUMPSTER LOCATED NONADJACENT TO THE REAR WALL OF THE PRINCIPAL BUILDING; AN INSUFFICIENT NUMBER OF PARKING SPACES FOR THE SPECIFIED BUILDING USAGE; AN OFF-STREET LOADING BERTH IN A SIDE YARD ADJOINING A STREET; INSUFFICIENT SETBACKS FOR OFF-STREET PARKING; AND OFF-STREET PARKING LOCATED IN THE FRONT YARD OF THE SUBJECT PROPERTY

(Z-04-2020: 15W230 North Frontage Road - Bobak)

---

**WHEREAS**, an application for variations from the Village of Burr Ridge Zoning Ordinance for certain real estate has been filed with the Assistant Village Administrator of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Zoning Board of Appeals of said Village and has been processed in accordance with the Burr Ridge Zoning Ordinance; and

**WHEREAS**, said Zoning Board of Appeals of this Village held a public hearing on the question of granting said zoning variations on February 3, 2020; July 6, 2020; and August 17, 2020 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

**WHEREAS**, public notice in the form required by law was provided for said public hearing not more than 30 nor less than 15 days prior to said public hearing by publication in The

Doings Weekly, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

**WHEREAS**, the Village of Burr Ridge Zoning Board of Appeals has made its report on the request for zoning variations, including its findings and recommendations, to this Mayor and Board of Trustees; and this Mayor and Board of Trustees have duly considered said report, findings, and recommendations.

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

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

- A. That the Petitioner for the variations for the property located at 15W230 North Frontage Road, Burr Ridge, Illinois, is John Bobak (hereinafter "Petitioner"). The Petitioner requests the following variations from the Zoning Ordinance: a principal building that exceeds the maximum FAR requirements; insufficient setbacks for a principal building in the corner and rear yards; a trash dumpster located nonadjacent to the rear wall of the principal building; an insufficient number of parking spaces for the specified building usage; an off-street loading berth in a side yard adjoining a street; insufficient setbacks for off-street parking; and off-street parking located in the front yard of the subject property.
- B. That the property is significantly constrained by the lack of available depth from the corner side to interior side yard.
- C. That the property is uniquely shaped in terms of its width relative to its depth.
- D. That the purpose of the variations are to construct a building that is in character with the T-1 Transitional District.
- E. That the property was shaped and developed in its current condition by a party different from the petitioner.
- F. The variations will increase the public welfare and protect adjacent properties from unnecessary annoyances.
- G. The granting of the variations will not alter the essential character of the neighborhood.
- H. The proposed variations will not affect the supply of light and air to adjacent properties, while the site plan will also protect adjacent properties from unnecessary traffic impacts.
- I. The proposed variations are consistent with the official Comprehensive Plan of the Village of Burr Ridge.

**Section 3:** That variations for a principal building that exceeds the maximum FAR requirements; insufficient setbacks for a principal building in the corner and rear yards; a trash

dumpster located nonadjacent to the rear wall of the principal building; an insufficient number of parking spaces for the specified building usage; an off-street loading berth in a side yard adjoining a street; insufficient setbacks for off-street parking; and off-street parking located in the front yard of the subject property **are hereby granted** for the property commonly known as 15W230 North Frontage Road and identified with the Permanent Real Estate Index Numbers of 09-25-208-012 and 09-25-208-013.

**Section 4:** That approval of these variations is subject to compliance with the following conditions:

1. The variations shall be made subject to the business and site plan submitted by the petitioner included as **Exhibit A**.
2. The special use shall be limited to John Bobak and his business partners.
3. The loading dock be used not more than 12 times per calendar year.
4. The garage door on the loading dock shall reflect a residential character.
5. Landscaping shall be added along the eastern property line as well as screening all north-facing parking spaces, all to be approved by staff.
6. A 6' fence matching that which is included in the petition's submittal, be erected along the entirety of the northern property line.
7. All rooftop mechanical units must be screened with metal and matching brick.
8. All lighting shall be screened with light shields to prevent light spillage.

**Section 5:** That this Ordinance shall be in full force

and effect from and after its passage, approval, and publication as required by law. The Deputy Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

**PASSED** this 14<sup>th</sup> day of September, 2020, 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 14<sup>th</sup> day of September, 2020.

---

Mayor

ATTEST:


---

Deputy Village Clerk

# NOWICKI OFFICE DEVELOPMENT

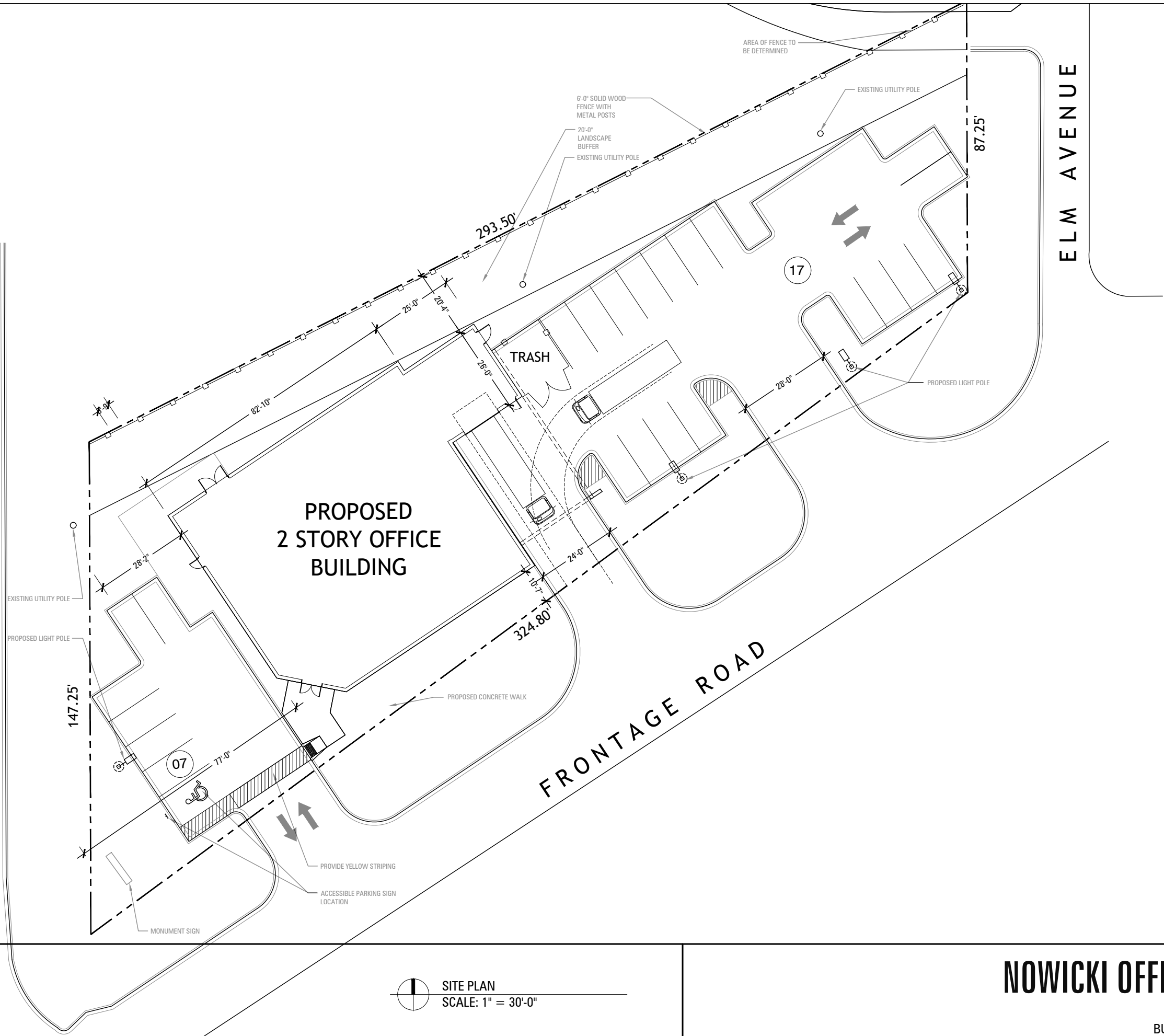
## 15W230 N. FRONTAGE RD

## BURR RIDGE, ILLINOIS

BUILDING CODES:		TABLE OF CONTENTS:	
<ul style="list-style-type: none"><li>• International Building Code (IBC), 2012 Edition</li><li>• International Mechanical Code (IMC), 2012 Edition</li><li>• International Fuel Gas Code (IFGC), 2012 Edition</li><li>• International Energy Conservation Code (IECC), 2012 Edition</li><li>• Illinois State Plumbing Code (ISPC), Latest Edition as mandated by the State of Illinois</li><li>• International Plumbing Code (IPC), 2012 Edition</li><li>• International Fire Code (IFC), 2012 Edition</li><li>• International Wildland-Urban Interface Code 2012</li><li>• NFPA 70, National Electric Code (NEC), 2011 Edition</li><li>• NFPA 101, Life Safety Code (NFPA 101), 2012 Edition</li><li>• Illinois Accessibility Code (IAC), Latest Edition as mandated by the State of Illinois</li><li>• International Existing Building Code , 2012 Edition</li><li>• Village of Burr Ridge Building Ordinance, Ordinance #1124</li><li>• Village of Burr Ridge Zoning Ordinance, Ordinance #834</li><li>• Village of Burr Ridge Municipal Code, Chapter 8 - Stormwater Management</li></ul>		<div><div>A-000</div><div>COVER SHEET</div></div> <div><div>A-001</div><div>SITE PLAN</div></div> <div><div>A-002</div><div>EXTERIOR ELEVATIONS</div></div> <div><div>A-003</div><div>EXTERIOR ELEVATIONS</div></div> <div><div>A-004</div><div>EXTERIOR MATERIALS</div></div> <div><div>A-005</div><div>EXTERIOR RENDERING</div></div> <div><div>A-006</div><div>AERIAL</div></div> <div><div>A-007</div><div>CONTEXT IMAGES</div></div> <div><div>A-008</div><div>CONTEXT IMAGES</div></div> <div><div>A-009</div><div>CONTEXT IMAGES</div></div> <div><div>A-010</div><div>PREVIOUS SITE PLAN 2008</div></div> <div><div>A-011</div><div>PREVIOUS BUILDING COMPARISON</div></div> <div><div>08-015</div><div>LAND TITLE SURVEY</div></div> <div><div>LA-001</div><div>LANDSCAPE PLAN</div></div> <div><div>LA-002</div><div>LIST OF PLANTS</div></div>	
<div><div></div><div><div>HAGUE ARCHITECTURE</div><div>418 CLINTON PLACE RIVER FOREST, ILLINOIS 60305 708.771.3900</div></div></div>		<div><div></div><div>AUGUST 10 - 2020</div></div>	
COVER		A-000	

HAMILTON AVENUE

ELM AVENUE



PROPOSED  
2 STORY OFFICE  
BUILDING

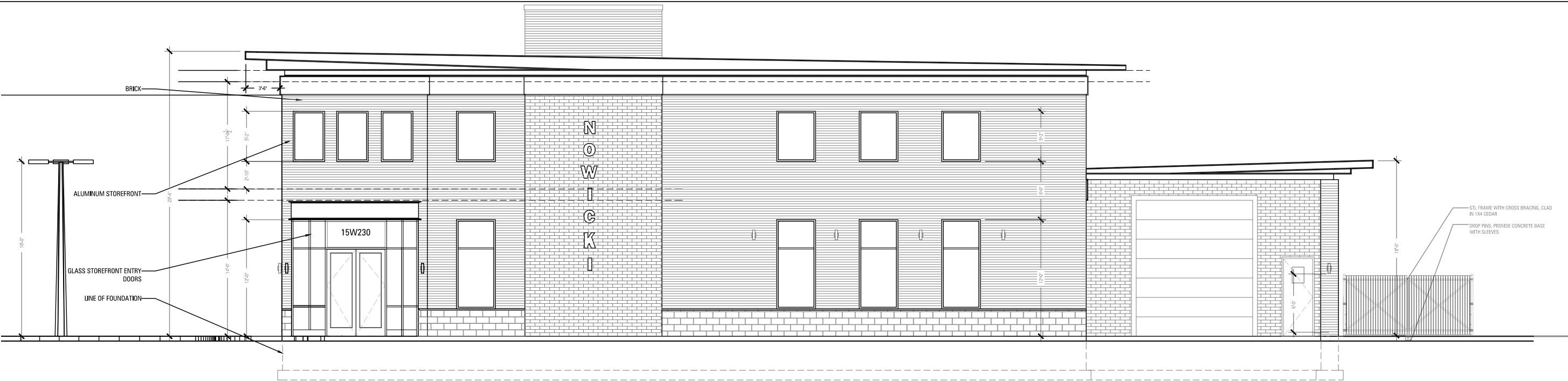
FRONTAGE ROAD

TRASH

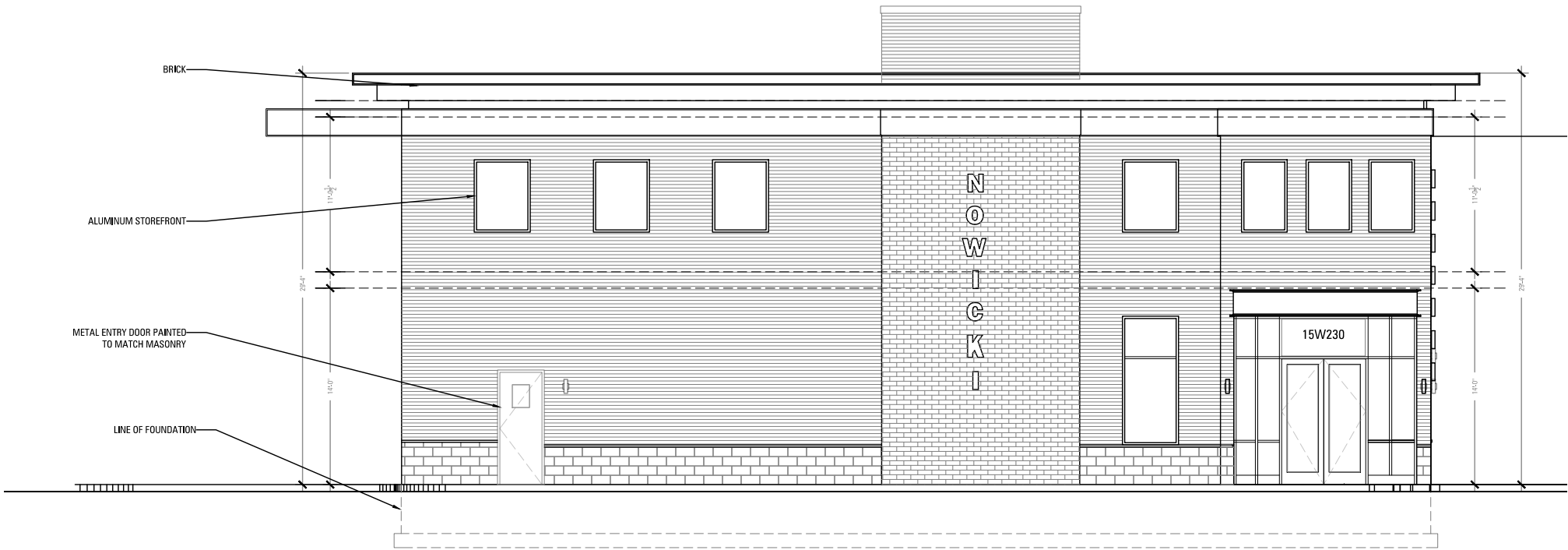
17

07

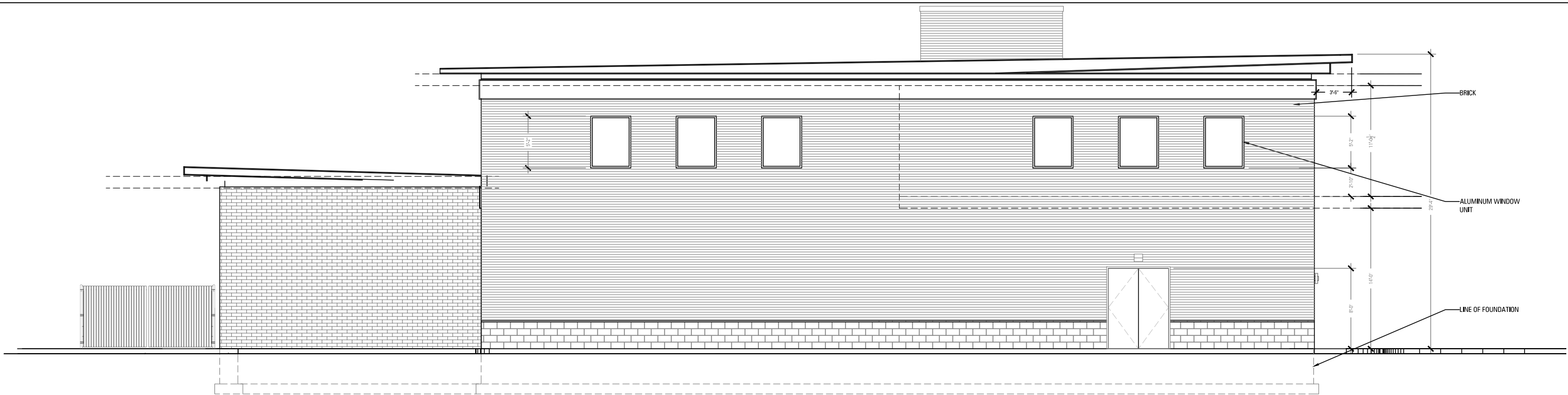




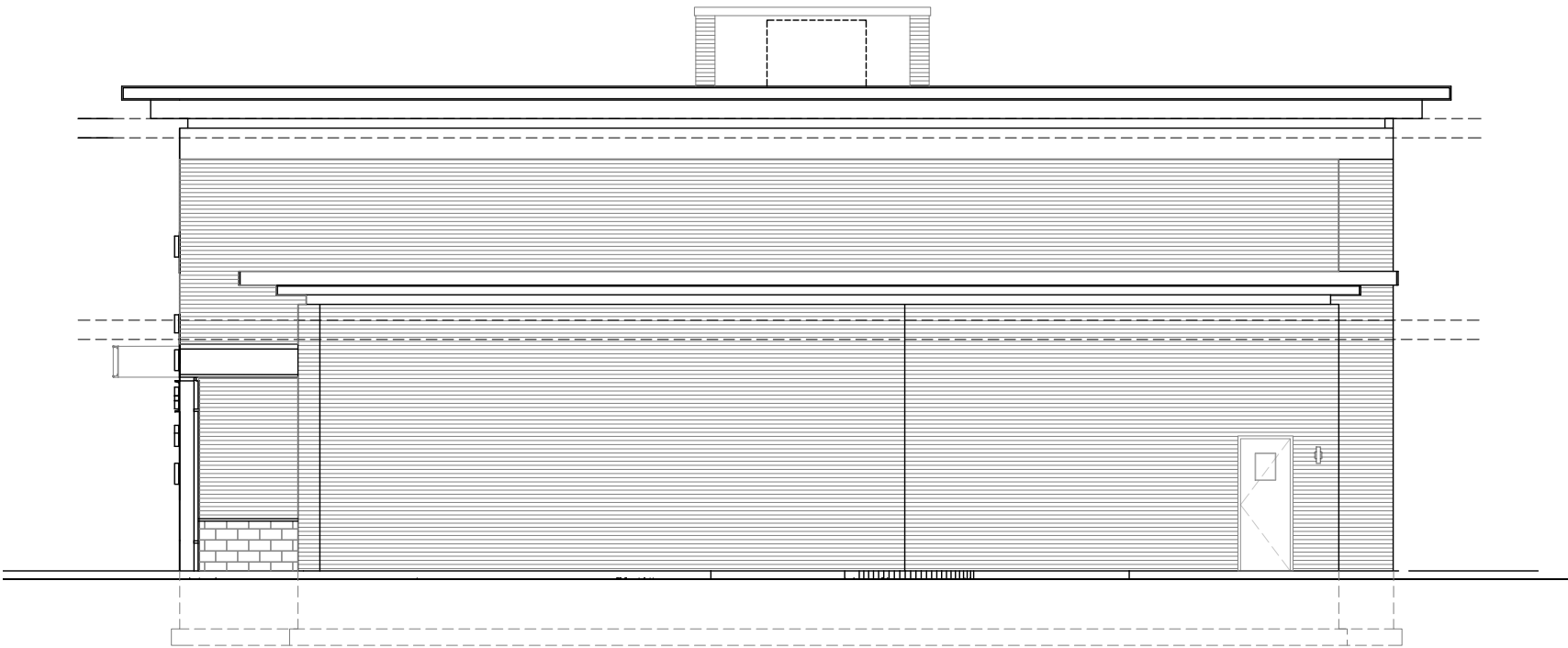
SOUTH ELEVATION



WEST ELEVATION

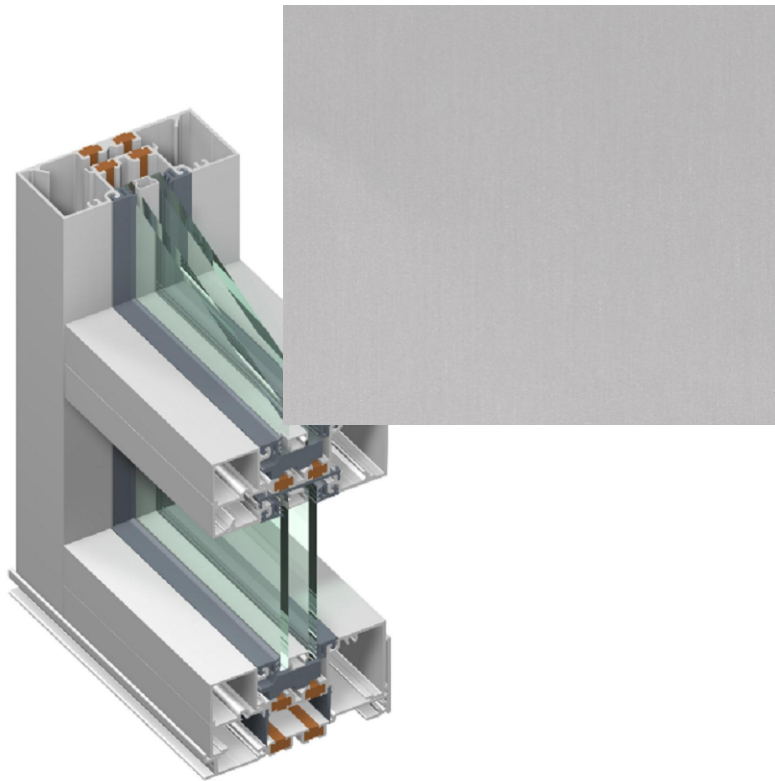


NORTH ELEVATION

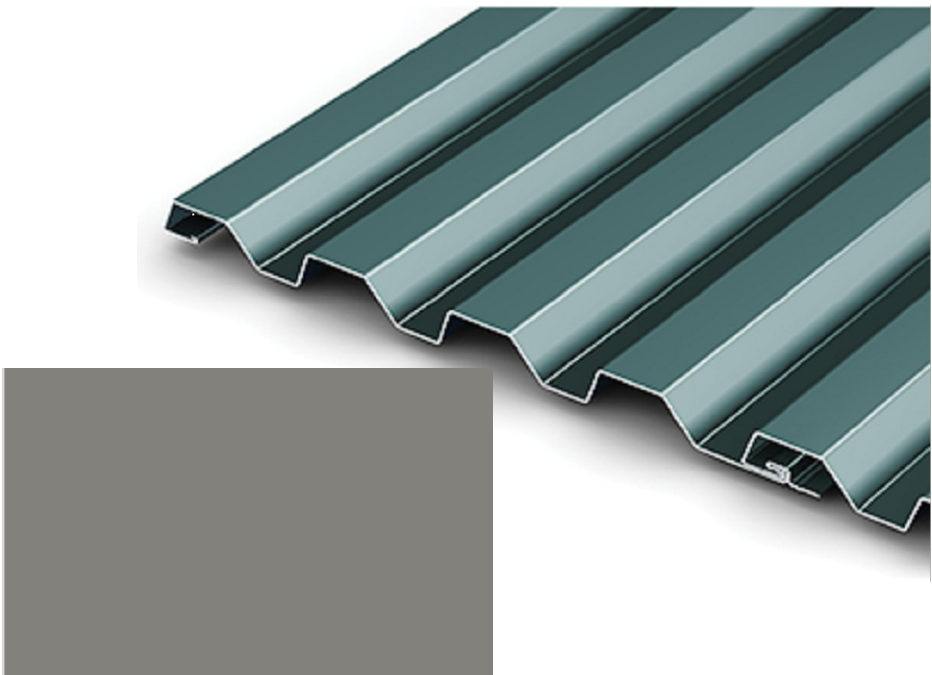


EAST ELEVATION

GLEN GARY OR EQUAL  
ELONGATED BRICK  
VERONA



STOREFRONT:  
VISTAWALL OR EQUAL  
CLEAR ALUMINUM



METAL CORNICE:  
PAC CLAD  
WEATHERED ZINC



EXTERIOR STEEL:  
BLUE PAINTED STEEL



PARKING LOT LIGHTING:  
MCGRAW EDISON  
GLEON



DECORATIVE WALL SCENCE



LUMARK LIGHT  
WALL PACK

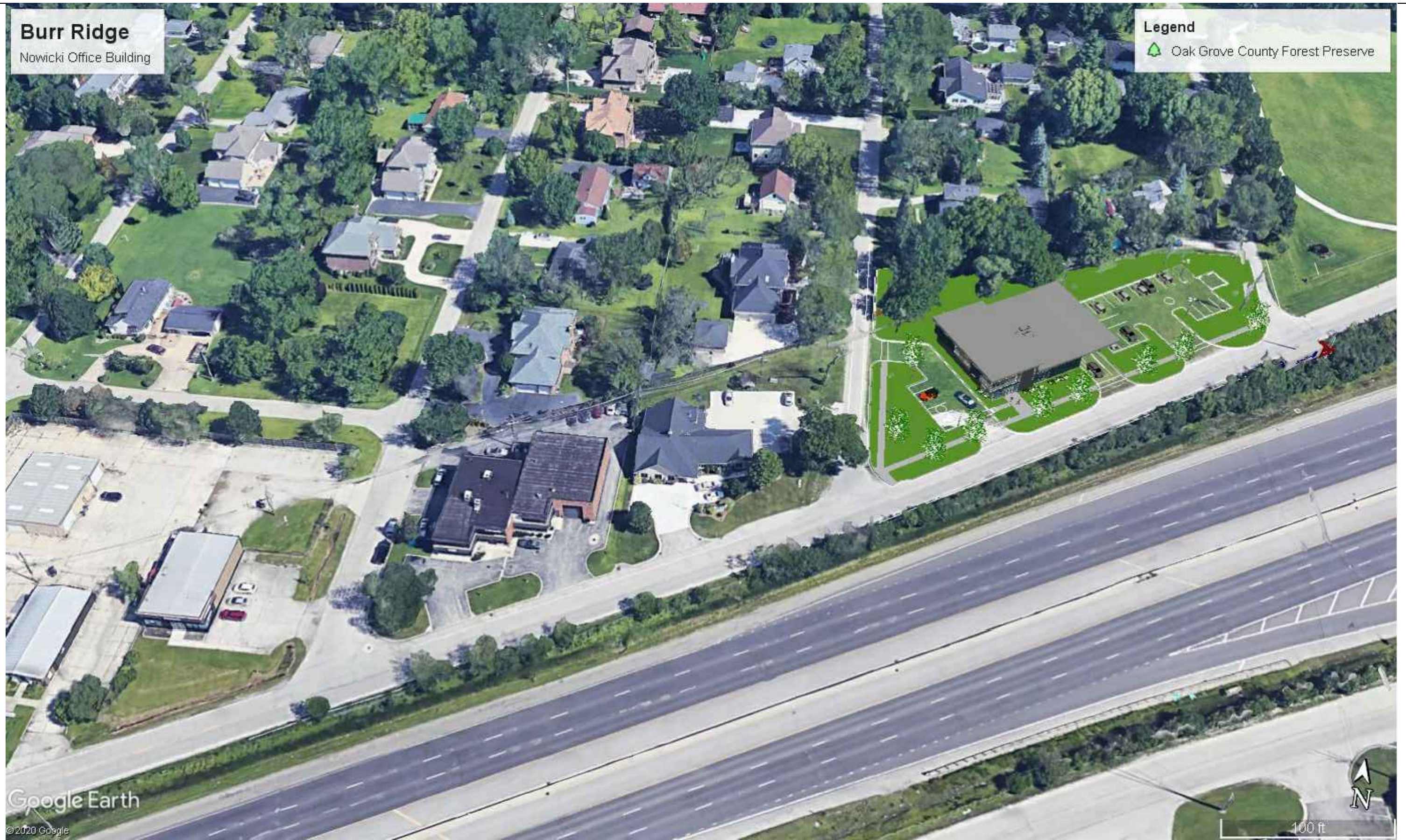






**Burr Ridge**  
Nowicki Office Building

**Legend**  
Oak Grove County Forest Preserve



**HAGUE ARCHITECTURE**  
418 CLINTON PLACE  
RIVER FOREST, ILLINOIS  
60305  
708.771.3900

**NOWICKI OFFICE BLDG**

BURR RIDGE, ILLINOIS

AERIAL

A-006

COPYRIGHT 2019 HAGUE ARCHITECTURE







15 Joliet Rd  
Burr Ridge, Illinois  
Google  
Street View



Joliet Rd  
Burr Ridge, Illinois  
Google  
Street View



**HAGUE ARCHITECTURE**  
418 CLINTON PLACE  
RIVER FOREST, ILLINOIS  
60305  
708.771.3900

**NOWICKI OFFICE BLDG**  
BURR RIDGE, ILLINOIS

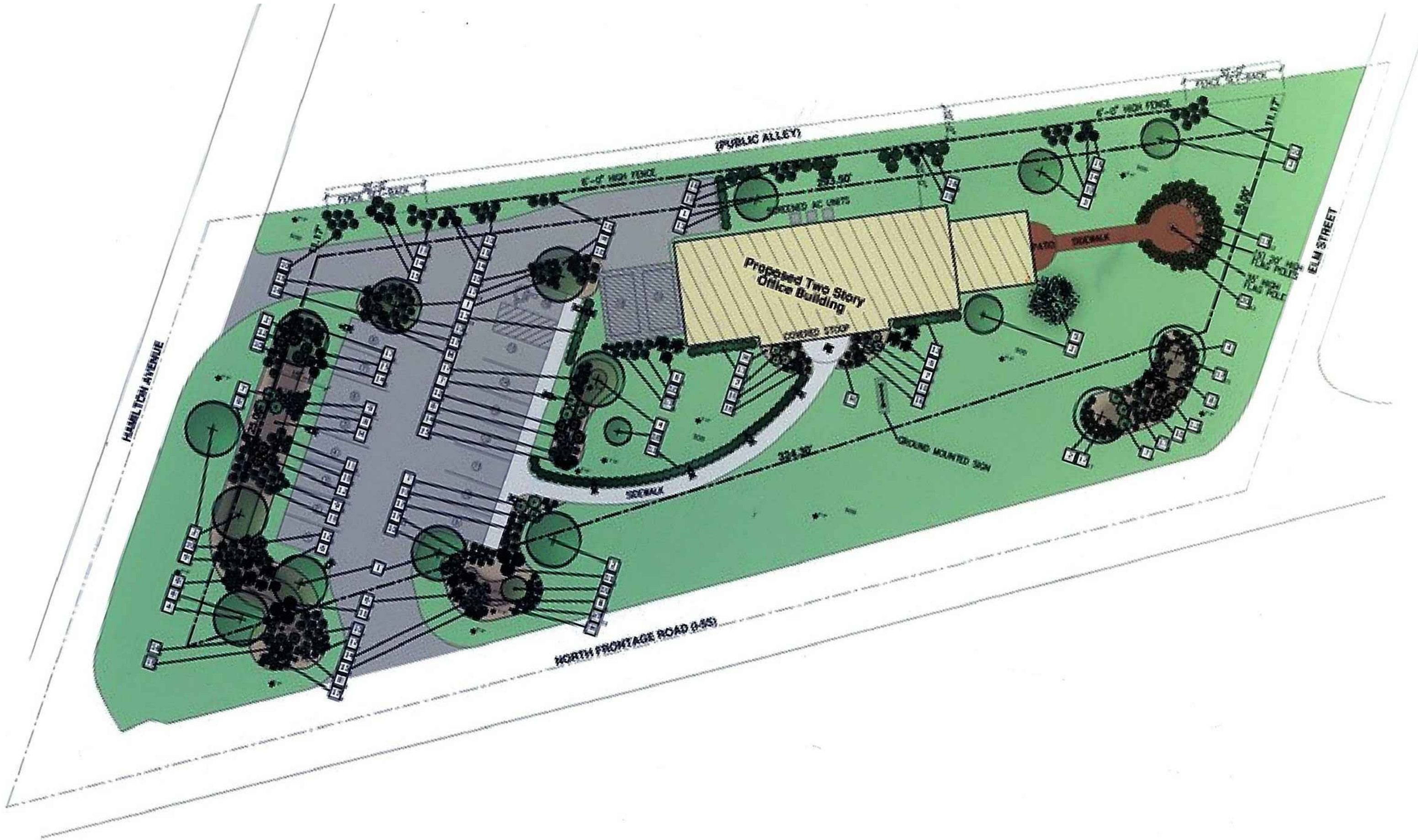
CONTEXT  
**A-008**

COPYRIGHT 2019 HAGUE ARCHITECTURE







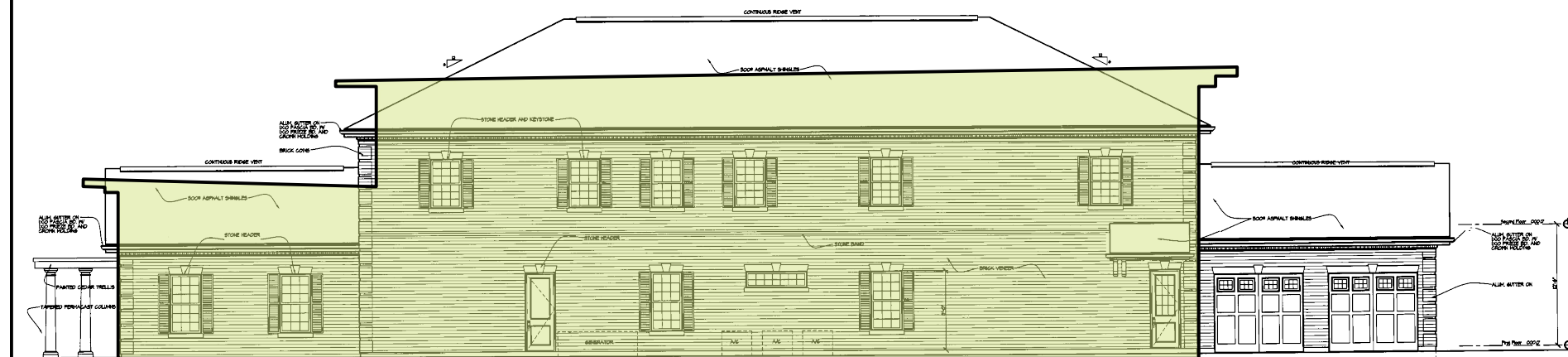






SOUTH ELEVATION COMPARISON

Front Elevation (South) SCALE: 1/4"=1'-0"



NORTH ELEVATION COMPARISON

344 LINEAR FT

PREVIOUS APPROVED FOOTPRINT  
344 LINEAR FEET OF FOUNDATION WALL

360 LINEAR FT

PROPOSED FOOTPRINT  
360 LINEAR FEET OF FOUNDATION WALL  
(ADDITIONAL 16 LINEAR FEET LARGER)

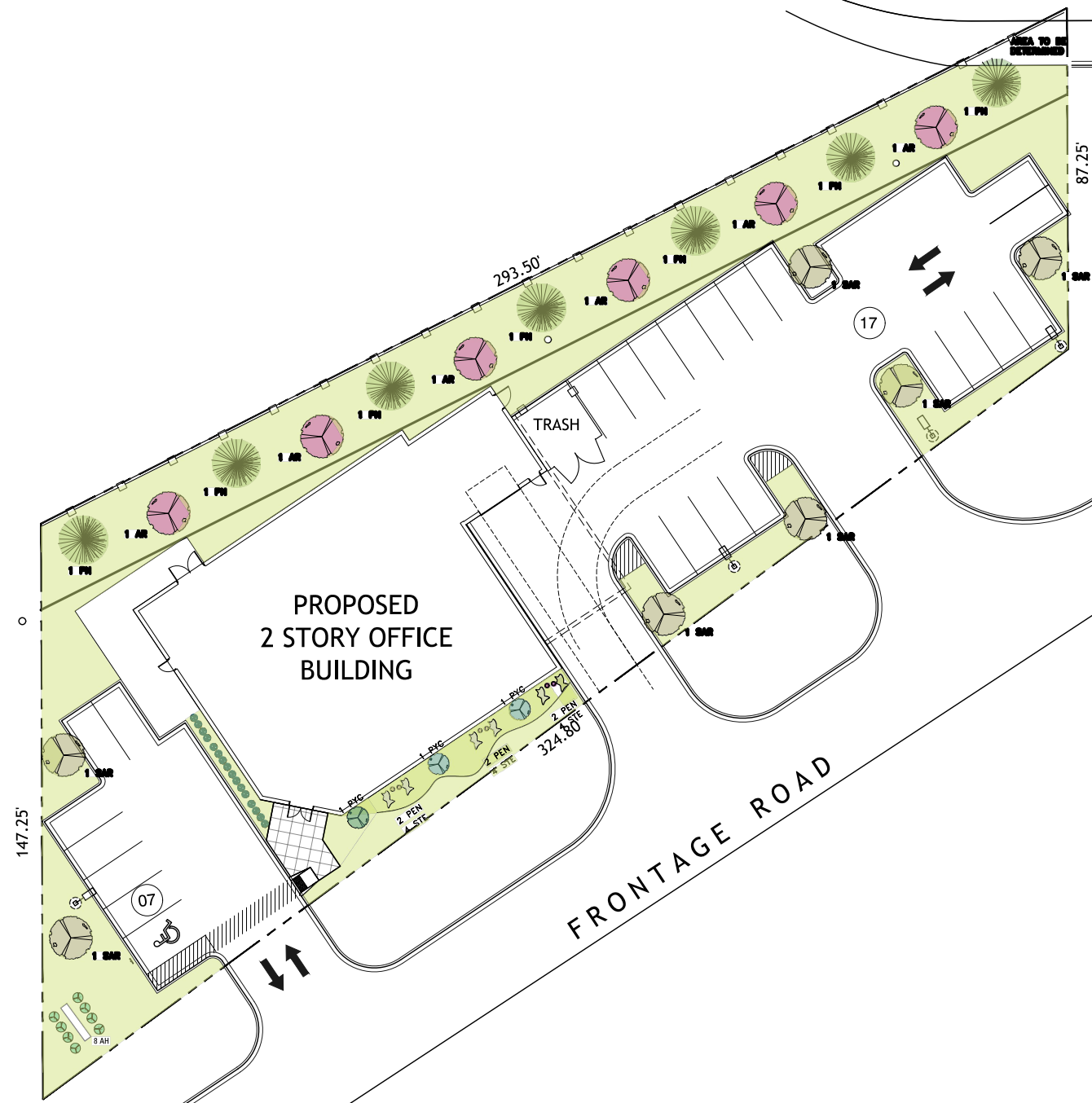




8/10/2020 4:35:44 PM










HAMILTON AVENUE

ELM AVENUE



PROPOSED  
2 STORY OFFICE  
BUILDING

FRONTAGE ROAD

Key	Botanical name		Common name
TREES			
	PN	PICEA PUNGENIS	BLUE SPRUCE
	AR	ACER X FREEMANII	AUTUMN BLAZE MAPLE
	PYC	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR
	SAR	MALUS SARGENTII	SARGENT CRABAPPLE
SHRUBS			
	BUM	BUXUX MICROPHYLLA	NORTHERN CHARM BOXWOOD
	AH	ANNABELLE HYDRANANS	ANNABELLE HYDRANGEA
	SUM		GRO-LOW SUMAC
	PEN	PENNISETUM	GRASSES
	STE	STELLA DE ORO	DAYLILY



WOOD FENCE OR SIMILAR





BLUE SPRUCE (PN)



CHANTICLEER PEAR (PYC)



AUTUMN BLAZE MAPLE (AR)



SARGENT CRABAPPLE (SAR)



GRO-LOW SUMAC (SUM)



HYDRANGEA ANNABELLE (AH)



NORTHERN CHARM BOXWOOD (BUM)



PENNISETUM (PEN)



STELLA DE ORO (STE)



## RESOLUTION NO. R-\_\_\_-20

**RESOLUTION AUTHORIZING AGREEMENT WITH MICHAEL CRISCIONE FOR  
CONTRIBUTION IN LIEU OF SALES TAX**

---

**WHEREAS**, the Village of Burr Ridge, Cook and DuPage Counties, Illinois (hereinafter the “VILLAGE”) and Michael Criscione (hereinafter the “OWNER”), fee simple owner of the real estate commonly known as 15W776 North Frontage Road (hereinafter referred to as the “PROPERTY”) have mutually consented to enter into an agreement (hereinafter referred to as the (“AGREEMENT”)); and

**WHEREAS**, the Corporate Authorities of the VILLAGE have determined that it is in the best interests of said VILLAGE to enter into said AGREEMENT;

**NOW, THEREFORE, Be It Resolved** by the Mayor and Board of Trustees of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, that the AGREEMENT between the VILLAGE and the OWNER, attached hereto as **Exhibit A**, is hereby accepted and approved and that the Mayor of the Village of Burr Ridge is hereby authorized and directed to execute said AGREEMENT on behalf of the VILLAGE.

**ADOPTED** this 14<sup>th</sup> day of September, 2020, by roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** by the Mayor of the Village of Burr Ridge this 14<sup>th</sup> day of September, 2020.

---

Mayor

ATTEST

---

Deputy Village Clerk

**AGREEMENT**

**THIS AGREEMENT** (“*Agreement*”) is entered into this \_\_\_\_\_ day of September, 2020, by and between \_\_\_\_\_ (“*Owner*”) and the VILLAGE OF BURR RIDGE, an Illinois municipal corporation (“*Village*”) (collectively, the “*Parties*”).

**WITNESSETH:**

**WHEREAS**, the Owner is the fee simple owner of the real estate commonly known as 15 W 776 North Frontage Road, Burr Ridge, Illinois (“*Property*”); and

**WHEREAS**, the Owner has requested and received approval from the Village for a map amendment to re-zone the Property from the B-2 General Business District to the G-I General Industrial District, along with approval of a special use of the Property for a truck sales office with outside storage of trucks for sale, which use is potentially a non-retail use of the Property; and

**WHEREAS**, the Owner has represented that the sales of trucks will continue to be licensed and registered at a location outside of the Village of Burr Ridge, thus not producing sales taxes from the Property; and

**WHEREAS**, the Village has determined that the Property, if developed for a retail use, as previously zoned, would have generated sales taxes for the benefit of the Village; and

**WHEREAS**, as set forth hereinbelow, the Owner has agreed to contribute to the Village, on a yearly basis, an amount equal to Ten Thousand and 00/100 Dollars (\$10,000.00) (“*Village Contribution*”), in lieu of sales tax that would otherwise be generated by a sales tax-generating user of the Property, all as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Village Contribution.** Commencing upon the opening of the truck sales facility (the “*Trucking Facility*”) at the Property by the Owner, and lasting until the later of (i) so long as the Owner is in possession of the Property and operating the Property as the Trucking Facility; or (ii) twenty (20) years, the Owner shall, on an annual basis, pay the Village Contribution to the Village. The initial full annual payment due hereunder shall be paid by Owner within thirty (30) days of the date that the Trucking Facility opens (for that fiscal year) (the “*Initial Payment Date*”), and then by the next annual anniversary of the Initial Payment Date, and on each annual anniversary of the Initial Payment Date for each fiscal year thereafter.

**2. Remedies.** In the event the Owner fails to make the payment of the Village Contribution to the Village as required hereunder, the Village shall give written notice to the Owner at the address provided hereinbelow within thirty (30) days of the Owner’s failure to pay

the Village Contribution and the Owner shall have the right, following notice to the Owner hereunder from the Village, to make the Village Contribution that is past due within thirty (30) days of receiving such notice. If the Owner fails to cure such default within thirty (30) days of receiving such notice, then the Village shall have the right to seek any and all remedies available at law or in equity to collect the amounts due and owing to the Village from the Owner under the terms and conditions of this Agreement, including, but not limited to revocation of any business license and special use approvals previously granted.

**3. Notices.** All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier or certified mail, return receipt requested, as follows:

To the Village: Village Administrator  
Village of Burr Ridge  
7660 South County Line Road  
Burr Ridge, Illinois 60527

To the Owner:

**4. Applicable Law.** This Agreement, and the meaning and interpretation of all of its provisions, shall be governed exclusively by the laws of the State of Illinois. The Parties agree that any dispute arising out of or in any way related to this Agreement and its subject matter shall be governed exclusively by Illinois law.

**5. Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior discussions and agreements, oral or written, relating to such subject matter.

**6. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. In exchange for the promises in this Agreement made to the Owner by the Village, including, but not limited to, the right to notice and cure granted to the Owner in paragraph 2, the Owner hereby expressly waives any defense that its obligations under this Agreement are not enforceable by the Village for lack of consideration, or for lack of municipal authority to enter into this Agreement.

**7. Counterparts.** This Agreement may be executed in counterparts and shall take effect and become binding when it has been executed by the final signature party executing a counterpart.

**8. Confidentiality.** The Parties hereby agree to keep the terms of this Agreement strictly confidential and not to disclose the terms hereof, except as may be necessary to comply with governmental regulations or orders of the Court.



**9. Severability.** In the event any part of this Agreement shall be found invalid or unenforceable for any reason, neither this Agreement generally nor the remainder of this Agreement shall be rendered invalid or unenforceable. The remainder of this Agreement shall be construed and given effect as if such invalid or unenforceable parts had not been included herein.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

**OWNER:**

\_\_\_\_\_

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

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

Its:\_\_\_\_\_

**VILLAGE:**

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

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

Name: Gary Grasso

Its: Mayor

## RESOLUTION NO. R-\_\_-20

**RESOLUTION APPROVING PRELIMINARY PLAT  
AMERICAN ESTATE SUBDIVISION (16W415 99<sup>TH</sup> STREET)**

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

**Section 1:** The preliminary plat of subdivision attached hereto as **Exhibit A** (hereinafter referred to as the "Subdivision" or the "Subdivision Plat"), is hereby approved, subject to the following conditions:

- A. The Preliminary Plat shall substantially comply with the submitted Preliminary Plat and Preliminary Engineering Plans attached hereto as **Exhibit A**.
- B. Payment of the required school and park impact fees shall be made prior to recording the final plat of subdivision.
- C. Approval by the Village Engineer of final engineering plans including an engineer's cost estimate for all required improvements is required prior to recording the final plat of subdivision.
- D. Payment of all outstanding reimbursable fees, including but not limited to legal, engineering, and forestry fees prior to recording of the final plat of subdivision.

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

**ADOPTED** this 14<sup>TH</sup> day of September, 2020, by a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 14<sup>th</sup> day of September, 2020 by the Mayor of the Village of Burr Ridge.

---

Mayor

ATTEST:

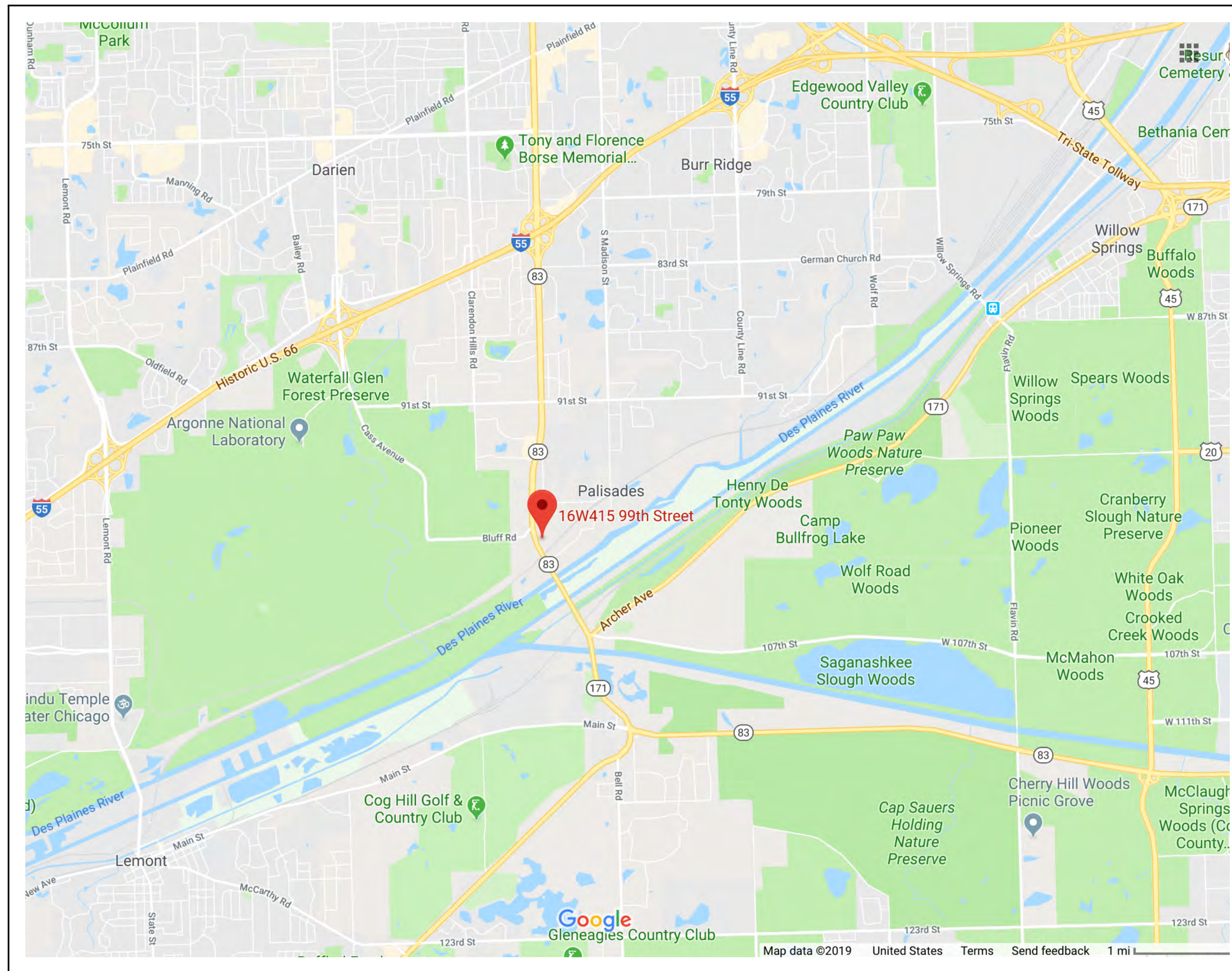
---

Deputy Village Clerk



# EXHIBIT A

## TOWNHOUSE DEVELOPMENT AMERICAN ESTATE LLC BURR RIDGE, ILLINOIS



LOCATION MAP

FACILITIES  
DESIGN GROUP  
ARCHITECTS



3006 WEST LOGAN BLVD.  
CHICAGO, ILLINOIS 60647  
tel: 773.252.8210  
fax: 773.252.8240  
www.facilitiesdesign.net  
© 2018

PROJECT Townhouse  
Development  
American Estate LLC  
Burr Ridge Illinois

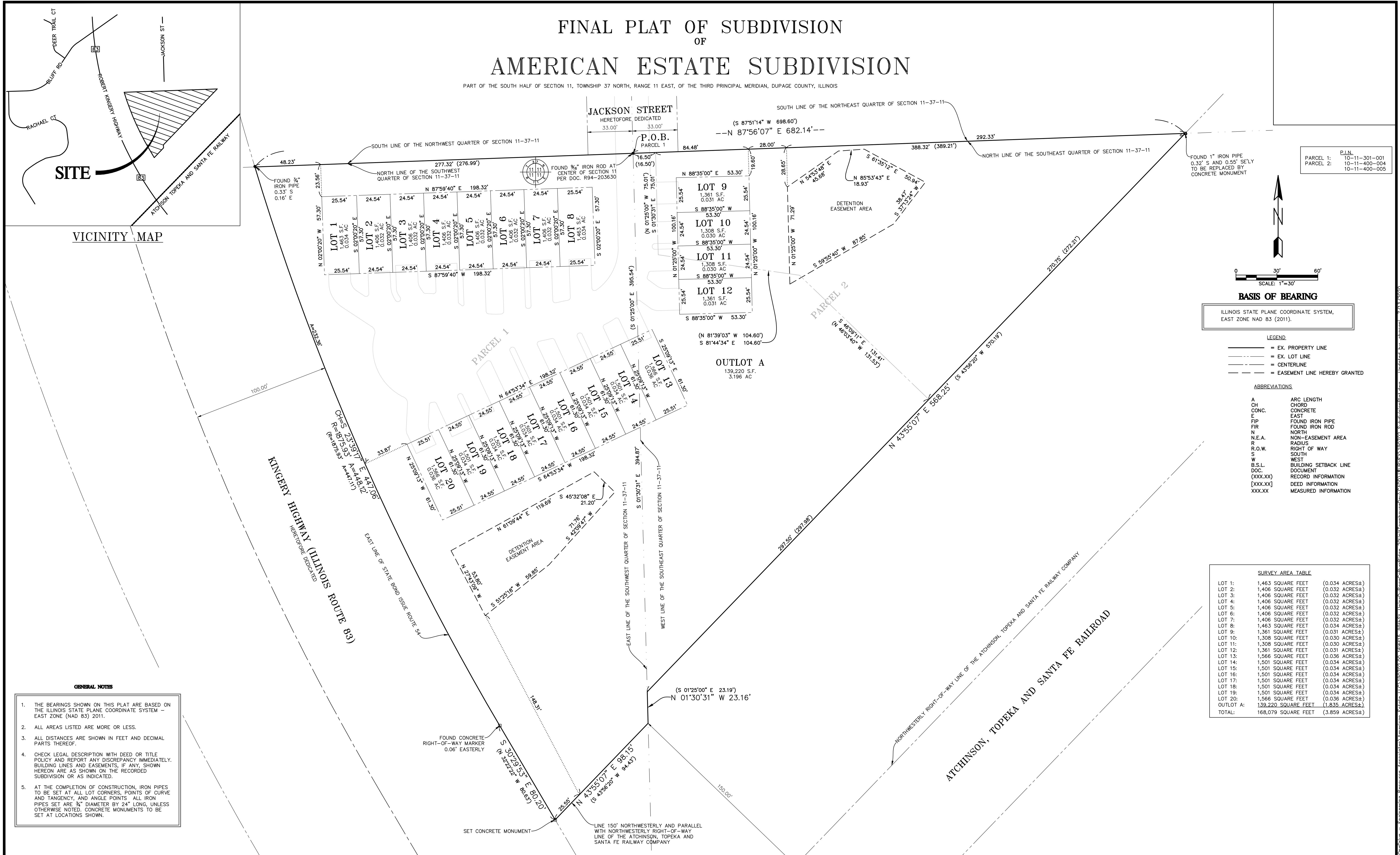
SHEET TITLE  
Title Sheet, location map

		DRAWN	LBG
		APPROVED	AJK
		DATE	06.17.2019
		SCHEMATIC DESIGN	
		NOT FOR CONST.	
	09.02.2019	SHEET NO.	
REV	DATE	A-0	
JOB NO.	1818		



FINAL PLAT OF SUBDIVISION  
OF  
AMERICAN ESTATE SUBDIVISION

PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS



SITE

VICINITY MAP

P.L.N.
PARCEL 1: 10-11-301-001
PARCEL 2: 10-11-400-004
10-11-400-005

BASIS OF BEARING

ILLINOIS STATE PLANE COORDINATE SYSTEM,  
EAST ZONE NAD 83 (2011).

LEGEND

- EX. PROPERTY LINE
- EX. LOT LINE
- CENTERLINE
- EASEMENT LINE, HEREBY GRANTED

ABBREVIATIONS

A	ARC LENGTH
CH	CHORD
CONC.	CONCRETE
E	EAST
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
N	NORTH
N.E.A.	NON-EASEMENT AREA
R	RADIUS
R.O.W.	RIGHT OF WAY
S	SOUTH
W	WEST
B.S.L.	BUILDING SETBACK LINE
DOC.	DOCUMENT
(XXX.XX)	RECORD INFORMATION
[XXX.XX]	DEED INFORMATION
XXX.XX	MEASURED INFORMATION

SURVEY AREA TABLE

LOT 1:	1,463 SQUARE FEET	(0.034 ACRES±)
LOT 2:	1,406 SQUARE FEET	(0.032 ACRES±)
LOT 3:	1,406 SQUARE FEET	(0.032 ACRES±)
LOT 4:	1,406 SQUARE FEET	(0.032 ACRES±)
LOT 5:	1,406 SQUARE FEET	(0.032 ACRES±)
LOT 6:	1,406 SQUARE FEET	(0.032 ACRES±)
LOT 7:	1,406 SQUARE FEET	(0.032 ACRES±)
LOT 8:	1,463 SQUARE FEET	(0.034 ACRES±)
LOT 9:	1,361 SQUARE FEET	(0.031 ACRES±)
LOT 10:	1,308 SQUARE FEET	(0.030 ACRES±)
LOT 11:	1,308 SQUARE FEET	(0.030 ACRES±)
LOT 12:	1,361 SQUARE FEET	(0.031 ACRES±)
LOT 13:	1,566 SQUARE FEET	(0.036 ACRES±)
LOT 14:	1,501 SQUARE FEET	(0.034 ACRES±)
LOT 15:	1,501 SQUARE FEET	(0.034 ACRES±)
LOT 16:	1,501 SQUARE FEET	(0.034 ACRES±)
LOT 17:	1,501 SQUARE FEET	(0.034 ACRES±)
LOT 18:	1,501 SQUARE FEET	(0.034 ACRES±)
LOT 19:	1,501 SQUARE FEET	(0.034 ACRES±)
LOT 20:	1,566 SQUARE FEET	(0.036 ACRES±)
OUTLOT A:	139,220 SQUARE FEET	(3.196 ACRES±)
TOTAL:	168,079 SQUARE FEET	(3.859 ACRES±)

GENERAL NOTES

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83) 2011.
- ALL AREAS LISTED ARE MORE OR LESS.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
- AT THE COMPLETION OF CONSTRUCTION, IRON PIPES TO BE SET AT ALL LOT CORNERS, POINTS OF CURVE AND TANGENCY, AND ANGLE POINTS. ALL IRON PIPES SET ARE 3/4" DIAMETER BY 24" LONG, UNLESS OTHERWISE NOTED. CONCRETE MONUMENTS TO BE SET AT LOCATIONS SHOWN.

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: CNB  
CHECKED BY: TBM  
APPROVED BY: TBM

ENGINEERING  
RESOURCE ASSOCIATES

35701 WEST AVENUE, SUITE 150  
WARRENVILLE, ILLINOIS 60555  
PHONE (630) 393-3060  
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875  
CHICAGO, ILLINOIS 60606  
PHONE (312) 474-7841  
FAX (312) 474-6099

2416 GALEN DRIVE  
CHAMPAIGN, ILLINOIS 61821  
PHONE (217) 351-6268  
FAX (217) 355-1902

PREPARED FOR:	
AMERICAN ESTATE LLC	

TITLE:	
AMERICAN ESTATE FINAL PLAT OF SUBDIVISION	
SCALE: 1"=30'	
DATE: 07-13-20	
JOB NO: 190702	
SHEET 1 OF 2	

FINAL PLAT OF SUBDIVISION  
OF  
AMERICAN ESTATE SUBDIVISION

PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

OWNER/OWNERS

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

I HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE BE KNOWN TO ME AS SUCH OWNERS. GIVEN UNDER MY HAND AND NOTARIAL

SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

P.I.N.: 10-11-301-001  
PARCEL 1

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION TO A POINT WHICH IS 150 FEET NORTHWEST (MEASURE AT RIGHT ANGLES) OF THE NORTHWEST RIGHT-OF-WAY OF THE ATOMINSON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWEST ALONG A LINE 150 FEET NORTHWEST OF AND PARALLEL WITH THE NORTHWEST RIGHT-OF-WAY LINE OF SAID RAILWAY COMPANY TO THE EAST LINE OF STATE BOND ISSUE ROUTE NUMBER 54; THENCE NORTHWEST ALONG THE EAST LINE OF SAID STATE BOND ISSUE ROUTE NUMBER 54, TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG SAID NORTH LINE OF SAID QUARTER SECTION TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 10-11-400-004 AND 10-11-400-005  
PARCEL 2:

LOTS 1 AND 2 IN DUPAGE COUNTY ASSESSOR'S SUBDIVISION RECORDED MARCH 5, 2015 AS DOCUMENT R2015-021096, IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

: AS SHOWN BY THE ATTACHED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I CERTIFY THAT ALL REGULATIONS ENACTED BY THE COUNTY BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT AND THAT SAID PLAT IS NOT WITHIN THE CORPORATE LIMITS OF ANY CITY OR VILLAGE, BUT IS LOCATED WITHIN ONE AND ONE-HALF (1-1/2) MILE OF THE VILLAGE OF BURR RIDGE.

I FURTHER CERTIFY THAT THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ACCORDING TO THE FLOOD RATE MAP, PANEL NO. 17043C0279J, DATED AUGUST 1, 2019.

NOTE: THIS DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY WILL OR WILL NOT FLOOD.

I HEREBY GRANT PERMISSION TO \_\_\_\_\_  
TO RECORD THIS PLAT WITH THE DUPAGE COUNTY RECORDER'S OFFICE.

GIVEN UNDER MY HAND AND SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003782  
LICENSE EXPIRES: NOVEMBER 30, 2020

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186  
LICENSE EXPIRES: APRIL 30, 2021



COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

I, \_\_\_\_\_, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY NAME AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE

RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS AFORESAID ON THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ (A.M./P.M.)

GIVEN UNDER MY NAME AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

BY: \_\_\_\_\_

RECORDER OF DEEDS

CERTIFICATE OF COUNTY OF DUPAGE PLAT OFFICER

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

PLAT OFFICER, DUPAGE COUNTY

CERTIFICATE OF COUNTY DEPARTMENT OF BUILDING AND ZONING

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

I, \_\_\_\_\_, DIRECTOR FOR THE DUPAGE COUNTY DEPARTMENT OF BUILDING AND ZONING, DO HEREBY CERTIFY THAT THIS PLAT, AND THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS THEREOF, MEET THE REQUIREMENTS OF THE DUPAGE COUNTY DEPARTMENT OF BUILDING AND ZONING.

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

DIRECTOR OR AUTHORIZED AGENT

CERTIFICATE OF COUNTY DEPARTMENT OF PUBLIC WORKS

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

I, \_\_\_\_\_, SUPERINTENDENT OF THE COUNTY OF DUPAGE PUBLIC WORKS, DO HEREBY CERTIFY THAT THIS PLAT, AND THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS DEPICTED THEREON, MEET THE REQUIREMENTS OF THE COUNTY OF DUPAGE PUBLIC WORKS DEPARTMENT AND THE COUNTY'S WATER SUPPLY AND WASTEWATER TREATMENT ORDINANCE.

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

SUPERINTENDENT OR AUTHORIZED AGENT

CERTIFICATE OF INFORMATION TECHNOLOGY DEPARTMENT (GIS SECTION)

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

MANAGER OF GEOGRAPHIC INFORMATION SYSTEMS  
INFORMATION TECHNOLOGY DEPARTMENT

CERTIFICATE OF HEALTH DEPARTMENT

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

I, \_\_\_\_\_, DIRECTOR OR AUTHORIZED AGENT FOR THE DUPAGE COUNTY HEALTH DEPARTMENT, DO HEREBY CERTIFY THAT THIS PLAT, AND THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS THEREOF, MEET THE REQUIREMENTS OF THE DUPAGE COUNTY HEALTH DEPARTMENT

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

DIRECTOR OR AUTHORIZED AGENT

CERTIFICATE OF COUNTY DEPARTMENT STORMWATER

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

I, \_\_\_\_\_, DIRECTOR FOR THE DUPAGE COUNTY DEPARTMENT OF STORMWATER, DO HEREBY CERTIFY THAT THIS PLAT, AND THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS THEREOF, MEET THE REQUIREMENTS OF THE DUPAGE COUNTY DEPARTMENT OF STORMWATER.

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

DIRECTOR OR AUTHORIZED AGENT

CERTIFICATE OF COUNTY ENGINEER

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

COUNTY ENGINEER

CERTIFICATE OF TOWNSHIP HIGHWAY COMMISSIONER

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

TOWNSHIP HIGHWAY COMMISSIONER

CERTIFICATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO SECTION 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

DISTRICT ENGINEER

ENGINEER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
ENGINEER OWNER/ATTORNEY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF BURR RIDGE, DUPAGE COUNTY,

ILLINOIS. DATED AT \_\_\_\_\_, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

VILLAGE CLERK

VILLAGE PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

APPROVED BY THE VILLAGE OF BURR RIDGE PLAN COMMISSION,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

CHAIRMAN

BLANKET EASEMENT PROVISIONS

A PERPETUAL EASEMENT, DESIGNATED FOR OVERHEAD, UNDERGROUND, AND SURFACE PUBLIC UTILITIES AND DRAINAGE, ARE HEREBY RESERVED FOR, AND GRANTED TO THE TOWNSHIP OF DOWNERS GROVE, COUNTY OF DUPAGE, COMMONWEALTH EDISON COMPANY, COMCAST CABLE COMMUNICATIONS, INC. (CABLE TV), NICOR GAS, AND AT&T ILLINOIS (TELEPHONE), THEIR SUCCESSORS AND ASSIGNEES, IN ALL OF OUTLOT A EXCEPT WHERE BUILDING STRUCTURES WILL LIE IN LOTS 1-20, INCLUDING ALL PLATTED EASEMENT AREAS, STREETS, AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT. SAID EASEMENT SHALL BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF ANY AND ALL PUBLIC UTILITIES, DRAINAGE LOCALITIES, AND RELATED APPURTENANCES IN, OVER, ACROSS, ALONG, AND UPON THE SO DESIGNATED PROPERTY.

SAID EASEMENT SHALL INCLUDE THE RIGHT TO ENTER THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT WITHOUT LIABILITY TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS, STRUCTURES, OR DEVICES WITHIN THE DESIGNATED EASEMENT PROPERTY AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN WITHOUT CONSENT OF GRANTEE. NO BUILDINGS, STRUCTURES, OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED, PLANTED, OR PLACED IN ANY SUCH EASEMENT AREA, STREETS, OR OTHER PUBLIC WAYS OR PLACES, NOR SHALL ANY OTHER USES BE MADE THERE OF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

SUCH EASEMENT SHALL FURTHER BE FOR THE PURPOSES OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS, ELECTRIC, TELEPHONE, CABLE T.V., WATER MAINS, SANITARY AND STORM SEWERS, AND SHALL INCLUDE THE RIGHT TO OVERHANG ALL LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS WHERE NECESSARY AND APPROVED BY THE TOWNSHIP OF DOWNERS GROVE AND/OR COUNTY OF DUPAGE. BUT SUCH AERIAL SERVICE WIRE SHALL NOT PASS THROUGH PERMANENT IMPROVEMENTS ON SUCH LOTS.

SUCH EASEMENT SHALL SURVIVE THE VACATION BY THE PROPER AUTHORITY OF ANY STREETS AND OTHER PUBLIC WAY AND PLACE SHOWN ON THIS PLAT UNLESS OTHERWISE EXPRESSLY MENTIONED IN THE ORDINANCE OF VACATION.

PRIVATE ACCESS EASEMENT PROVISIONS

AN EASEMENT IS HEREBY GRANTED ACROSS OUTLOT A TO THE OWNERS OF ALL LOTS WITHIN AMERICAN ESTATES SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS, VISITORS AND THEIR DESIGNEES FOR PERPETUAL PEDESTRIAN USE, ENJOYMENT, PEDESTRIAN INGRESS AND EGRESS, AND ALSO FOR THE PERPETUAL VEHICULAR ACCESS AND VEHICULAR INGRESS AND EGRESS OVER THE PAVED ROADWAY WITHIN SAID EASEMENT. THE PRIVATE ACCESS EASEMENT SHALL NOT BE USED BY SAID OWNERS, SUCCESSORS AND ASSIGNS, VISITORS AND DESIGNEES IN A MANNER THAT WOULD BLOCK OR RESTRICT THE ACCESS AND FREE FLOW OF TRAFFIC TO ANY INDIVIDUAL LOT PLATTED HEREON.

DETENTION EASEMENT AND COVENANT PROVISIONS

ALL EASEMENTS INDICATED AS DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE TOWNSHIP OF DOWNERS GROVE AND THE COUNTY OF DUPAGE AND THEIR SUCCESSORS AND ASSIGNS. NO BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE/FREE-FLOW OF STORMWATER. EACH OWNER OR SUBSEQUENT PURCHASER SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING THE DETENTION EASEMENT AND SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE COUNTY OF DUPAGE, OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE.

IN THE EVENT ANY OWNER OR SUBSEQUENT PURCHASER FAILS TO PROPERLY MAINTAIN THE WATER DETENTION AREA EASEMENTS, THE COUNTY OF DUPAGE, ILLINOIS OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL UPON TEN (10) DAYS PRIOR WRITTEN NOTICE, RESERVE THE RIGHT TO PERFORM OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE WATER DETENTION AREA REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE AND FREE FLOW OF STORMWATER THROUGH THE DETENTION EASEMENT AREA.

IN THE EVENT THE COUNTY OF DUPAGE, ILLINOIS, OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE WATER DETENTION AREA EASEMENT, THE COST TOGETHER WITH AN ADDITIONAL SUM OF TEN (10) PERCENT OF SAID COST SHALL UPON RECORDED OF A NOTICE OF LIEN WITHIN NINETY (90) DAYS OF COMPLETION OF THE WORK CONSTITUTE A LIEN AGAINST ALL LOTS CREATED BY THIS PLAT WHICH MAY BE FORECLOSED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE COUNTY OF DUPAGE, ILLINOIS.

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: CNB

CHECKED BY: TBM

APPROVED BY: TBM



35701 WEST AVENUE, SUITE 150  
WARRENVILLE, ILLINOIS 60555  
PHONE (630) 393-3060  
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875  
CHICAGO, ILLINOIS 60606  
PHONE (312) 474-7841  
FAX (312) 474-6099

2416 GALEN DRIVE  
CHAMPAIGN, ILLINOIS 61821  
PHONE (217) 351-6268  
FAX (217) 355-1902

PREPARED FOR:

AMERICAN ESTATE LLC

TITLE:

AMERICAN ESTATE  
FINAL PLAT OF SUBDIVISION

SCALE: 1"=30'

DATE: 07-13-20

JOB NO: 190702

SHEET 2 of 2



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PROPOSED ZONING REQMTS.  
16W415 99TH ST BURR RIDGE, IL

LAND AREA (SQ. FT.) 167,291 (APPX)  
LAND AREA (ACRES) 3.84 (APPX.)  
NO. OF UNITS 20  
SQ. FT. AREA/UNIT 8,364.50

PERIMETER SETBACK 20 FT.  
FRONT YARD SETBACK 20 FT.  
SIDE YARD BTWN BLDGS 44 FT.

UNITS  
SQUARE FOOTAGE 1,850 APPX.  
NO. OF BEDROOMS 3  
NO. OF BATHS 2.5  
GARAGE 2 CAR

FACILITIES  
DESIGN GROUP  
ARCHITECTS

FO

3006 WEST LOGAN BLVD.  
CHICAGO, ILLINOIS 60647  
tel: 773.252.8210  
fax: 773.252.8240  
www.facilitiesdesign.net  
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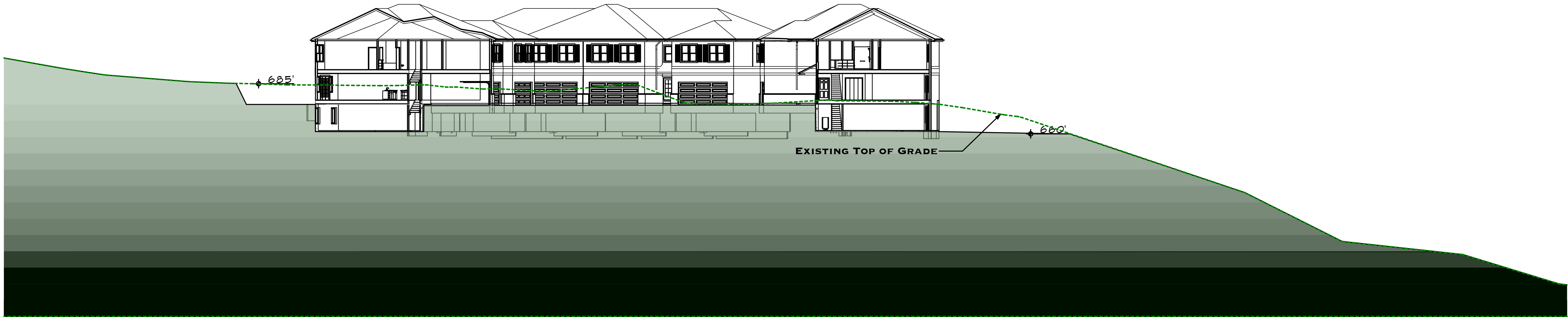
PROJECT Townhouse  
Development  
American Estate LLC  
Burr Ridge Illinois

SHEET TITLE  
Site Plan

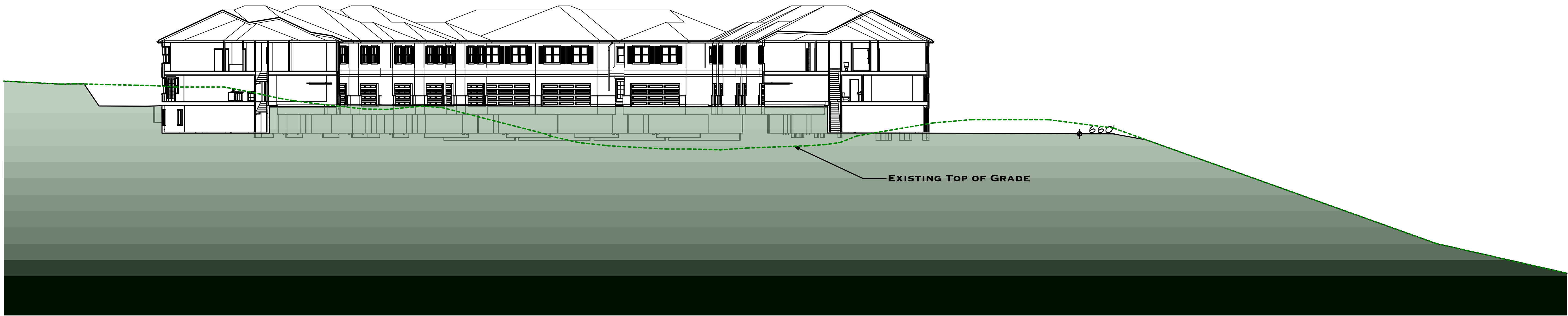
		DRAWN	LBG
		APPROVED	AJK
		DATE	06.17.2019
		SCHEMATIC DESIGN	
		NOT FOR CONST.	
	09.02.2019	SHEET NO.	
REV	DATE		
JOB NO.		1818	

A-1





1 SITE SECTION  
SCALE: 1/16" = 1'-0"



2 SITE SECTION  
SCALE: 1/16" = 1'-0"

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PROJECT Townhouse  
Development  
American Estate LLC  
Burr Ridge Illinois

SHEET TITLE  
Site Sections

		DRAWN	LBG
		APPROVED	AJK
		DATE	06.17.2019
		SCHEMATIC DESIGN	
		NOT FOR CONST.	
		REV	DATE
		JOB NO.	1818
		A-2	

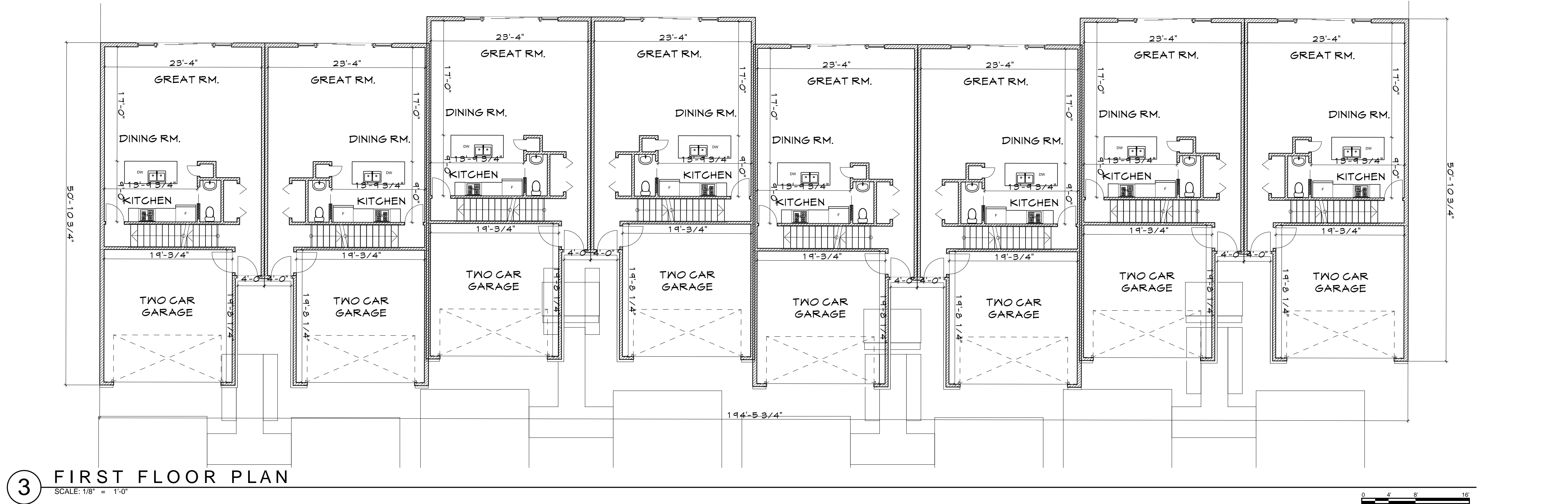




1 FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



2 REAR ELEVATION  
SCALE: 1/8" = 1'-0"



3 FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

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**FACILITIES  
DESIGN GROUP  
ARCHITECTS**

**FO**

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tel: 773.252.8210  
fax: 773.252.8240  
www.facilitiesdesign.net  
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PROJECT

Townhouse  
Development  
American Estate LLC  
Burr Ridge Illinois

SHEET TITLE

Plan and Elevations

		DRAWN	LBG
		APPROVED	AJK
		DATE	06.17.2019
		SCHEMATIC DESIGN	
		NOT FOR CONST.	
	09.02.2019	SHEET NO.	
REV	DATE		
JOB NO.	1818		

**A-3**









FOUNDED IN 1946



**TRI-STATE**  
**FIRE PROTECTION DISTRICT**

419 PLAINFIELD ROAD • DARIEN, ILLINOIS 60561 • (630) 323-6445

September 24, 2019

Nicholas Varchetto, PE  
Project Manager

Engineering Resource Associates, Inc.  
3S701 West Avenue, Suite 150  
Warrenville, IL 60555  
(630) 393-3060  
[nvarchetto@eraconsultants.com](mailto:nvarchetto@eraconsultants.com)

RE: 16W415 99<sup>th</sup> Street, Burr Ridge  
Townhouse Development – Auto Turn Review #1

To whom it may concern,

We have received a copy of the auto turn exhibit plan for the above listed project. After review, we find that the plan is approved and Tri-State will accept the submitted auto turn exhibit.

***Necessary inspections are to be performed along with any outstanding fees paid before occupancy is granted.***

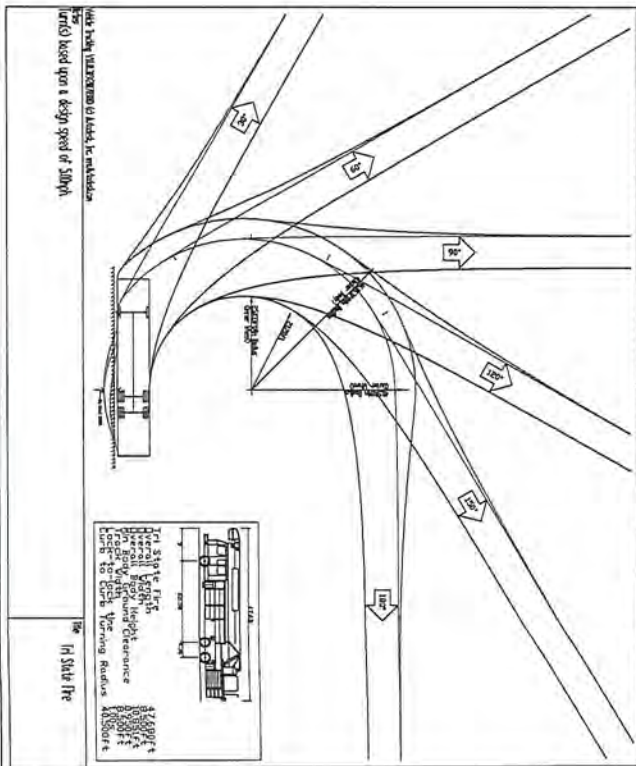
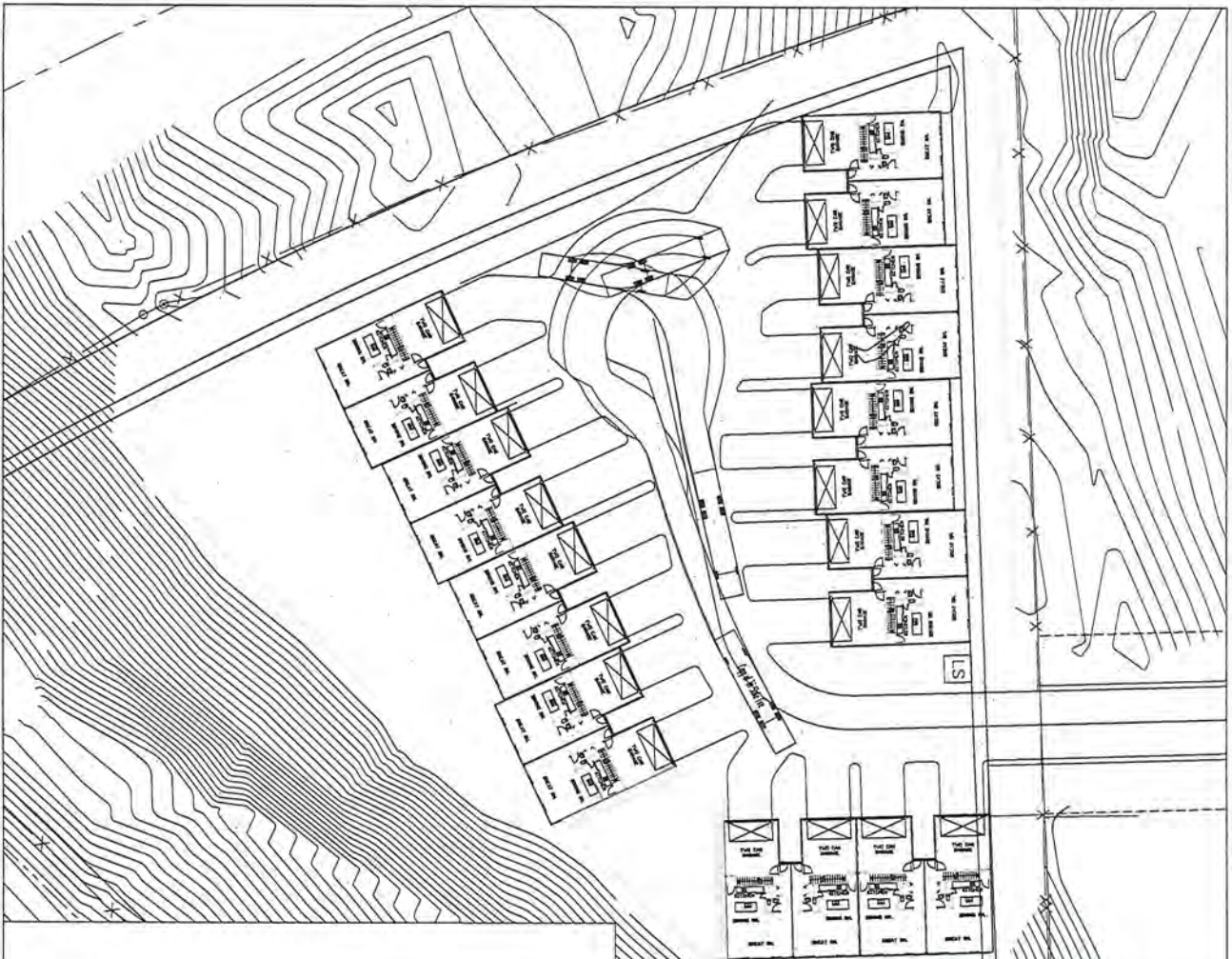
*The Bureau of Fire Prevention has been asked to review the plans, specifications or other documents submitted to see if compliance has been made with the Fire Prevention Codes and Ordinances of the Tri-State Fire Protection District. Errors or omissions by representatives of the Bureau of Fire Prevention do not constitute permission to cancel, set aside or waive any provision of any applicable Code or Ordinance of the Tri-State Fire Prevention District. Approvals by the Bureau of Fire Prevention will be in writing only.*

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Drews".

Chris Drews  
Plans Review Specialist  
Bureau of Fire Prevention  
630-654-6284  
[cdrews@tristatefd.com](mailto:cdrews@tristatefd.com)





- ☐ ARCHITECTURAL
- ☐ FIRE ALARM
- ☐ SPRINKLER
- ☒ OTHER
- ☐ STAMPED NOTES
- ☐ ATTACHED



**TRI-STATE FIRE  
PROTECTION DISTRICT  
FIRE PREVENTION BUREAU  
PLAN APPROVED**

REVIEWED BY: *Chris Davis*  
APPROVED BY: *Chris Davis*  
DATE: 9/24/19

THE STAMPING OF THIS PLAN SHALL NOT BE HELD TO DENY OR TO BE AN ASSURANCE OF THE ACCURACY OF ANY FIRE DISTRICT, MUNICIPAL OR STATE LAW, AS APPROVED BY THE BOARD OF FIRE OFFICIALS OF THE DISTRICT, CITY OR STATE.

DATE: 09-16-2019 PROJECT #: 170702.00 DESIGNED BY: TP DRAWN BY: AP CHECKED BY: NAV		TOWNHOUSE DEVELOPMENT 16645 99TH STREET, UNINC DUPAGE (BURR RIDGE), IL 60527 PROJECT		AMERICAN ESTATE, LLC 800 WORTH ST., STE 1, WILLOWBROOK, IL 60097 PH: (630) 415-0923		<b>ENGINEERING RESOURCE ASSOCIATES</b> 1000 WEST WYOMING, SUITE 100 AURORA, ILLINOIS 60009 PHONE: 630.584.8800 FAX: 630.584.8801 www.era-engineers.com	
--	--	--	--	---	--	---	--

**16645 99TH ST BURR RIDGE IL**

**RECEIVED**  
9/24/19

## RESOLUTION NO.

A RESOLUTION PROCLAIMING SEPTEMBER 21-27, 2020 AS  
NATIONAL BICYCLE WEEK AND SEPTEMBER 22, 2020 AS BIKE TO  
WORK DAY IN THE VILLAGE OF BURR RIDGE

---

**WHEREAS**, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Burr Ridge's scenic beauty; and,

**WHEREAS**, throughout the week of September 21-27, 2020, the residents of Burr Ridge and its visitors will experience the joys of bicycling through by getting out and going for a ride; and,

**WHEREAS**, the activity of bicycle riding represents an activity which permits social distancing and limits group gatherings, thus promoting positive effects on mitigating the COVID-19 pandemic; and,

**WHEREAS**, Burr Ridge's road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and recreational benefits; and,

**WHEREAS**, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, improving traffic safety, and reducing pollution, congestion, and wear and tear on our streets and roads; and,

**WHEREAS**, the League of American Bicyclists, schools, parks and recreation departments, police departments, public health districts, hospitals, companies and civic groups will be promoting bicycling during the week of September 21-27, 2020; and,

**WHEREAS**, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road;

**WHEREAS**, Burr Ridge's annual Bike to Work Week is September 21-27, 2020, and Bike to Work Day is September 22, 2020, these dates dedicated to promoting the efficiency, joy, and unique experience of commuting to one's place of employment via bicycle.

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

**Section 1:** That the Village of Burr Ridge does hereby recognize September 21-27, 2020 as National Bicycle Week and September 22, 2020 as Bike to Work Day, and calls this observance to the attention of all of the citizens of Burr Ridge.

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

**ADOPTED** this 14<sup>th</sup> day of September, 2020, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 14<sup>th</sup> day of September, 2020, by the Mayor of the Village of Burr Ridge.

---

Mayor

ATTEST:

---

Deputy Village Clerk





# **VILLAGE OF BURR RIDGE, ILLINOIS**

## **REQUEST FOR PROPOSALS (RFP)**

### **FOR**

### **CREATION OF BUSINESS DEVELOPMENT DISTRICT (BDD) FEASIBILITY STUDY AND DISTRICT PLAN WITHIN DOWNTOWN BURR RIDGE**

**Village of Burr Ridge, Illinois  
7660 County Line Road  
Burr Ridge, Illinois 60527**

**Release Date:  
Receipt Date:  
Effective Award Date:**

**September 14, 2020  
October 2, 2020  
October 12, 2020**

## **REQUEST FOR PROPOSAL NOTICE**

The Village of Burr Ridge (hereinafter "Village"), located in DuPage and Cook County Illinois, is seeking proposals from qualified firms for work related to the creation of a Business Development District (hereinafter "BDD" or "District" interchangeably), in accordance with Illinois State Statute, to promote the development and revitalization of its downtown corridor. Specifically, the Village is considering the financial and land use development feasibility of establishing a BDD District in downtown Burr Ridge as illustrated in Appendix 1.

The designated staff contact may only be contacted by email or other written forms of correspondence. Faxes will not be accepted. Vendors who intend to submit a proposal are encouraged to request a copy of this document prior to submitting their final proposal. Any prospective Vendor who requests a copy of this RFP shall be included in any Village supplemental distributions. No communication seeking to in any way influence the outcome of the proposal evaluation is allowed between submitting Vendors and Village officials, representatives, and/or personnel during the evaluation process. Failure to comply with this requirement will result in disqualification. Any inquiries regarding this Request for Proposal and all official submissions of Proposals shall be directed to the following in writing via email:

Evan Walter  
Assistant Village Administrator  
[ewalter@burr-ridge.gov](mailto:ewalter@burr-ridge.gov)

### **SECTION I - INTRODUCTION**

Located within 20 miles of downtown Chicago, and O'Hare and Midway airports, Burr Ridge is an affluent Chicagoland suburb home to approximately 11,000 residents, with large homes and a diverse mix of commercial development. Existing development in the community consists of approximately 3,000 single-family homes, 200 condominium units, 350,000 square feet of retail space, 5 million square feet of office/industrial space, and 5 hotels consisting of approximately 650 available rooms. Downtown Burr Ridge is home to two major shopping centers (Village Center and County Line Square), the Marriott hotel, as well as the primarily vacant TCF Bank parcel located in the heart of the area. The Village seeks to develop and redevelop the downtown area to ensure its economic vitality as well as serve as a point of community pride into the future.

### **SECTION II - PROJECT SCHEDULE/TERM OF CONTRACT**

The Village intends to review all proposals and select a qualified firm to perform necessary services (henceforth "Vendor") by October 12, 2020. The anticipated timetable for the process is as follows:

- Solicitation of Request for Proposals Released by the Village – September 14, 2020
- Vendor Inquiry Deadline for Questions Related to the RFP – September 21, 2020
- Village's written response to Vendor questions for assistance with bid proposals – no later than September 23, 2020
- Vendor Proposals Submitted to the Village - 2:00 PM, October 2, 2020
- Possible Interviews with Economic Development Committee (EDC) in a public meeting – October 7, 2020
- Selection of Vendor and Award of Contract – October 12, 2020

Proposals submitted and work provided shall be valid through April 1, 2021 or as agreed upon between Vendor and Village. A contract for services shall be executed between the Village and Vendor with contract services anticipated to become effective on October 26, 2020 after the Board directs an award to be made on October 12, 2020.

### **SECTION III – OBJECTIVES AND DELIVERABLES**

It is the intent of the Village to review and assess the RFP responses to determine if the response from solicited Vendors can meet the needs of the proposed Scope of Work. The project objectives are:

- Prepare BDD Feasibility Study and District Plan in accordance with all statutory definitions, conditions, and requirements. Provide file documentation to assure proper support of eligibility findings.
- Recommend and refine boundaries for BDD in accordance with statutory requirements.
- Provide a costs/benefit analysis illustrating how the Village can maximize incremental financial benefit relative to the cost for the BDD.
- Investigate the desirability and feasibility as well as timing implications of utilizing BDD funding for projects.
- Attend 1-2 public meetings as necessary to present and discuss findings.

A final report shall summarize the findings set forth above, and should generate confidence in the District's overall fundamentals. The Vendor will present the feasibility study findings with key Village stakeholders at a mutually agreed upon time and place. Key Village documents that will be necessary for a complete understanding of the services provided, including the Comprehensive Plan and the Zoning Map and Zoning Ordinance are available on the Village website at [www.burr-ridge.gov](http://www.burr-ridge.gov).

### **SECTION IV – PROPOSAL REQUIREMENTS**

Proposers responding to the RFP must include the following information:

1. Cover letter stating interest and signed by a person authorizing to bind the Vendor.
2. Statement of project understanding and time sensitivity.
3. Outline and timeline for completing the scope of work.
4. The Vendor must provide a "not to exceed" service fee for completing the scope of work for the proposed BDD. The fee should represent the amount of work to be undertaken for this project and should be broken down by each task. The Vendor must provide a list of its firm's hourly rates for all employees who will be assigned to the project. All professional service fees and reimbursable expenses must be included as a not to exceed amount for completing the work assigned.
5. Background information on staff to be assigned to this project to include a projected number of hours with an hourly rate.
6. Background on Vendor firm.
7. Financial stability and insurance: Vendor must be able to demonstrate proof of insurance and financial stability to ensure performance over the duration of the contract.
8. References: A list of communities (include contact person, email and telephone number) who used your services to prepare a BDD Eligibility Study.



All proposals must be received at the address below no later than **2:00 PM – October 2, 2020 to the attention of the following staff member:**

Village of Burr Ridge  
c/o Evan Walter, Assistant Village Administrator  
7660 County Line Road  
Burr Ridge, Illinois 60527

Vendors must submit eight (8) bound proposals in a sealed package or envelope. Proposals must be hand delivered or mailed. Proposals that are postmarked prior to the submission deadline but received after the submission deadline will not be accepted. Proposals must be signed by the authorized official of the Vendor. The submission of the Proposal grants permission to the Village to make inquiries concerning the Vendor and its principals to any persons or firms the Village deems appropriate.

## **SECTION VIII - PROPOSAL EVALUATION CRITERIA**

The proposals will be reviewed and scored to determine if the requirements outlined in Section IV are met. In the event that no firms meet one or more of the mandatory requirements, the Village reserves the right to continue the evaluation of the qualifications, which most closely meet the mandatory requirements of this RFP. Proposals will be reviewed by the Village and scored against the criteria below. The following criteria will be used in evaluating each of the carrier responses:

<b>CRITERIA</b>	<b>POSSIBLE POINTS</b>
<b>Project Approach</b>	<b>40</b>
<b>Vendor Experience</b>	<b>20</b>
<b>Project Team Qualifications</b>	<b>20</b>
<b>Schedule</b>	<b>10</b>
<b>Costs</b>	<b>10</b>
<b>TOTAL AVAILABLE POINTS</b>	<b>100</b>

## **ATTACHMENT A - INSTRUCTIONS TO BIDDERS**

The general rules and conditions that follow apply to all bids requested and accepted by the Village unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves as to the conditions, requirements, and Specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is an assumption that Vendor has familiarized themselves with all conditions and intends to comply with them unless noted otherwise. Bid Documents shall include:

### **1. FORMS**

All bids must be submitted on the forms provided, complete, intact, properly signed, and submitted in a sealed envelope. All bids must be delivered to the appropriate Village representative prior to the bid opening date and time to be considered. Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the Village, or by marking the package "Business Development District Consultancy Services" and with the following information: company's name, address, item bid, date and time of opening.

## **2. ALTERNATE BIDS**

The RFP describes the services that are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates or changes; however, the Village will not accept bids for work that is substantially different from what is described in this RFP. The Village shall be the sole and final judge unequivocally as to whether a Proposal meets the necessary needs of the Village. This decision is final and will not be subject to recourse.

## **3. RECEIVING OF BIDS AND LATE BIDS**

Bids received prior to the time of opening will be securely kept, unopened. The Assistant Village Administrator, or their designee, whose duty it is to open the bids, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village or its representatives for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law. Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted, regardless of their origin's date stamp. It is the bidder's responsibility for timely delivery regardless of the method used.

## **5. WITHDRAWAL OF BIDS**

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Director of the requesting Department prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel their bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

## **6. CONSIDERATION OF BID**

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village. The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these Specifications and contract document.

## **7. PRICES**

Unit prices shall be shown for each unit on which there is a bid. Unit prices shall not include any local, state or federal taxes. The Village is exempt, by law, from paying state and village retailer's occupation tax, service occupation tax, and federal excise tax. The Village will supply the successful bidder with its tax exemption number. Cash discounts will not be considered in determining overall price.

## **8. AWARD OR REJECTION**

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid

submitted will be binding for ninety (90) days subsequent to the date of the bid opening. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the equipment or supplies to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist because of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder. Any exceptions not taken by the bidder shall be assumed by the Village to be included. A contract will be awarded to the lowest qualified and responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the Specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

## **9. PAYMENT**

Payment for services rendered with all stipulations relating to the bid/contract will be made in accordance with the Illinois Prompt Payment Act after the contract is awarded.

## **10. REQUIREMENT OF BIDDER**

The successful bidder shall, within ten (10) days after notification of the award: a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and their bid; b) carry insurance acceptable to the Village, covering public liability, property damage, and worker's compensation. Said time limit may be waived or increased at the Village's sole discretion.

## **11. COMPLIANCE WITH ALL LAWS**

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including:

1. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
2. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.);
3. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), including establishment and maintenance of a sexual harassment policy as required by Section 2-105, and the Rules and Regulations of the Illinois Department of Human Rights, including the provisions of the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE, which are a material term of all public contracts, see Title 44, Part 750, Section 750, APPENDIX A, Illinois Administrative Code, Equal Employment Opportunity Clause (See also Paragraph 19 herein);
4. Comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and
5. Comply with the American with Disabilities Act.

## **12. CONTRACT ALTERATIONS**

No amendment of a contract shall be valid unless made in writing and signed by the Mayor, Village Administrator, or their authorized representative.



### **13. NOTICES**

All notices required by the contract shall be given in writing.

### **14. NONASSIGNABILITY**

The Vendor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village. Such assignment shall not relieve the Vendor from their obligations or change the terms of the contract.

### **15. INDEMNITY**

The Vendor shall indemnify the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the Vendor under this contract, including operations of subcontractors; and the Vendor shall, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at their own expense, satisfy and discharge same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify and defend the Village as herein provided.

### **16. EQUAL EMPLOYMENT OPPORTUNITY**

The Vendor shall comply with the provisions of the Equal Employment Opportunity Clause.

### **17. BID PERFORMANCE DEPOSIT**

When it is required, it will be so stated elsewhere within this bid package along with the amount required. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the services have been rendered or completed/installed and found to comply with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these specifications.

### **18. ACCEPTANCE**

After the acceptance and award of the bid, this instruction to bidders, and all other portions of the bid documents, including the specifications, will constitute part of the legal contract between the Village and the successful bidder.

### **19. DEFAULT**

The Village may terminate a contract by written notice of default to the Vendor if the Vendor:

- a. Fails to make delivery or perform the services within the time frame specified in the Specifications, or
- b. Fails to make progress so as to endanger performance of the contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required; or
- d. Services provided by the Vendor jeopardize the public safety, as determined by the Village.

If the Village terminates the contract, the Village may procure services similar to those so terminated, and the Vendor shall be liable to the Village for any excess costs for similar services, unless the Vendor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Vendor.

## **20. SPECIAL CONDITIONS**

Wherever special conditions/requirements are written into the Specifications or Special Provisions that are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirements shall take precedence.

## **21. GENERAL GUARANTY**

Vendor represents and warrants to the Village that it has the experience and ability to perform the services required by the RFP, and that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the RFP. Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the product/ improvement/ services embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those contract documents. It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Vendor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village, the Vendor will, upon notice from said Village (which notice may be given by letter to said Vendor to the business address of the contractor shown in the proposal), repair and make good at their own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Vendor and surety or sureties on their bond given for the faithful performance of this contract shall be liable to the Village for all damages and expenses occasioned by such failure, refusal or delay.

## **22. BID CERTIFICATION FORM**

All bid submittals must include a signed Bid Certification Form (copy included in Bid Documents) certifying that the bidder is in compliance with Sections 33E-3 and 33E-4 of the Illinois Criminal Code regarding bid rotating and bid-rigging. Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid-rigging and/or bid rotating. Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and/or 33E-4, prohibiting bid-rigging and bid rotation. It is necessary that this be done under oath. Therefore, the form included with the bid submittal sheets

must be notarized. Contractor certifies that he/she/it is not delinquent in payment of any taxes to Illinois Department of Revenue.

### **23. DEVIATIONS**

Unless denoted “No Substitution”, the Village’s minimum required Specifications may be exceeded. Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

### **24. INDEPENDENT CONTRACTOR**

The Vendor will be retained by the Village only for the purposes and to the extent set forth in this Agreement, and their relation to the Village shall, during the term of this Agreement and the period of its services hereunder, be that of an independent contractor. The Vendor shall be free to use such time, energy and skill as he/she is obligated to devote hereunder to the Village, in such manner as he/she sees fit. The Vendor shall not be considered as having an employee status, nor shall its employees be entitled to any benefits available for the regular employees of the Village.

## 2020 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

# 8D

**THIS AGREEMENT** made between the Village of Burr Ridge, Illinois, whose address is 7660 S. County Line Road, Burr Ridge, Illinois 60527, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Water system planning engineering services for the completion of a Water System Operations and Sustainability Study including Hydraulic Water Model, Water Rate Study, Risk & Resilience Assessment/Emergency Response Plan and Project Plan as described in the attached **Exhibit A – Scope of Work**.

**NOW THEREFORE**, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- ☒ On a time and expense basis in accordance with the attached Schedule of Hourly Charges (**Exhibit B**) which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost.
- ☐ At the lump sum amount of \$ \_\_\_\_.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

**IT IS FURTHER MUTUALLY AGREED:**

That the compensation for water system planning engineering services for the Water System Operations and Sustainability Study shall not exceed \$179,500 per the attached **Exhibit C – Professional Services Cost Estimate**, without further authorization from the Client. The anticipated schedule for completion of the Water System Operations and Sustainability Study is attached as **Exhibit D**.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this \_\_\_\_ day of \_\_\_\_, 2020.

**CLIENT:**

Village of Burr Ridge, Illinois

(Client Name)

(Signature)

(Name and Title)

Date

**ENGINEER:**

CRAWFORD, MURPHY & TILLY, INC.

(Signature)

Theresa O'Grady, P.E. – Group Manager

(Name and Title)

**9-8-20**

Date

**CMT Job No.** \_\_\_\_\_



**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

## Project Understanding

The Village's water department must meet several impending challenges in order to **bolster the water system infrastructure and operations so that it is sustainability for the foreseeable future**. Impending challenges include planned alterations to the supply main from Bedford Park and compliance with the American Water Infrastructure Act. The tools available to staff to assess the system are limited without an existing water model or recently completed water master plan. This project will help Village staff assess the capabilities of the water system to meet the near-term challenges as well as the future needs of the Village. A hydraulic water model will be created to evaluate the distribution system and its operations. A comprehensive plan for future improvements will be developed in conjunction with a financial plan to fund them. This comprehensive financial planning will include a Project Plan which will meet the requirements of the IEPA Public Water Supply Loan Program to assist the Village in obtaining low cost revolving loans, as well as the completion of a water rate study to fund the future loan payments.

In order to achieve the Village's goals for this project, the project has been broken down into four major project areas:



## Project Approach

The following is our approach for conducting the identified components of the Water System Operations and Sustainability Study.

### Hydraulic Water Model

CMT team members have refined their approach to water models during the course of **developing, updating, and evaluating water system hydraulic models and completing water master plans for over 50 communities in Northeastern Illinois**. A water model is only as good as the mapping information upon which it is based, therefore a considerable amount of time and effort is spent in reviewing the mapping data. This includes working with Village staff to correct any discrepancies and populate missing attributes like pipe diameter, material, and approximate installation year. This also allows a link to be maintained between the model and the GIS data from which it was created to make model results like expected pressure and available fire flow to staff.

The model is then constructed directly from the updated GIS information. Field testing will be conducted to calibrate the model and improve its accuracy. The calibrated model is then utilized to evaluate the system and its operations.

Alternatives for potential improvements are identified and evaluated within the model to assess the impacts to the system.

Our time-tested approach of spending the effort at the front end of the project to improve the accuracy of mapping reduces the effort needed during model calibration and provides the Village with the added value of more accurate GIS information.

### Water Rate Study

CMT understands that the Village is concerned about its rising water rates and the impact to its residents. Inevitably, there will be water system improvements identified through the water master plan which then need to be constructed and funded. To provide a high level of expertise on the Water Rate Study portion of the project, CMT has engaged Raftelis, a trusted consultant and advisor to utilities and the public sector. Raftelis staff have **assisted over 1,000 utilities** throughout the US with financial and rate consulting services. CMT has worked with Raftelis on several local water rate study projects and believe they are **the right fit for this project**.

### Risk and Resilience Assessment/ Emergency Response Plan

**CMT is well-prepared and ready to serve the Village in the assessment of its utilities**. We have completed or are in the process of completing R&RAs and ERPs for four water utilities in five communities throughout the Midwest. Through our experience, we have developed methods

for assessing risk and vulnerability and assembling emergency response plans using the tools provided by the EPA including the VSAT tool, the Emergency Response Plan template, and the Incident Action Checklists. **These methods lead to useful, meaningful reports for future planning and emergency management while meeting the requirements of AWIA in an efficient and cost-effective manner.**

While not specifically mentioned in the R&RA and ERP requirements, we have found that hydraulic modeling can be utilized to assist in the assessment of the water system and the development of the emergency response procedure. The R&RA requires assessing the system based on various threats, including adversaries and natural hazards, which could result upon loss of water system facilities. Extended period simulation hydraulic modeling can be used to develop an operational response to the hypothetical loss of a critical pumping facility or major transmission main. The hydraulic model can be used to investigate how changes to the operation of the system can impacted the time available to return the facility or water main to service. **We anticipate that we will be able to use the Village's newly developed hydraulic model to project impacts of threats and develop emergency response procedures as well.**

A component of the strategy for funding the improvements identified through the water master plan could be the use of low-interest loans. CMT has been assisting our clients with obtaining low interest SRF loans from IEPA, some with principle forgiveness, for water and wastewater projects since the SRF program began over 20 years ago. The total dollar amount of loans obtained within the past 10 years is **more than \$175 million dollars.**

## Project Task List

We anticipate the following tasks in each of the four major project areas to complete this project. If selected, CMT would like to meet with the Village of Burr Ridge to fine-tune these tasks to ensure that the Village's goals and expectations will be met for this project. At that time, additional potential value-added engineering services could be discussed for inclusion in the project.

Note that each major project area includes a task for an initial kick-off meeting. Given that each of the four major project areas has different team members (and likely different Village staff) that will be performing the work, they have been listed separately. However, it is anticipated that these could be held on the same day with differing people in attendance for each major project area.



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### Hydraulic Water Model

#### A. Kick-off Meeting

A kick-off meeting will be held between Village staff and CMT team members at the beginning of the project to better understand the Village's expectations for the project, **review project scope and confirm project schedule.**

*The Village has chosen to complete a Risk and Resilience Assessment and Emergency Response Plan in conjunction with the hydraulic water model, rate study, and project plan. The US Congress signed The American Water Infrastructure Act (AWIA) into law on October 23, 2018. Section 2013 of the new act requires communities serving more than 3,300 people to complete a Risk and Resilience Assessment (R&RA) and Emergency Response Plan (ERP). The Environmental Protection Agency (EPA) has set a deadline for compliance as part of AWIA Section 2013 based on the population served by a water utility. **With a population of fewer than 50,000 people, Burr Ridge is required to complete their R&RA by June 30, 2021. An ERP will be required within 6 months of the completion of the R&RA, no later than December 30, 2021.***

*The EPA encourages the use of AWWA Standard J100-10 (J100), Risk and Resilience Management of Water and Wastewater Systems, and the web-based Vulnerability Self-Assessment Tool VSAT Web 2.0 as a guide to compete R&RAs. The EPA has also provided an Emergency Response Plan template to use as a guide for a complete, useful plan that meets all the requirements of AWIA.*

## B. Data Collection

The following data will be collected on the water system to **form the basis of the hydraulic model** development:

- An electronic copy of the Village's GIS map including water features and parcel lines. Additional GIS layers including right-of-way lines, street names, zoning, and elevation contours will also be needed.
- Record drawings for Village's water facilities, including storage tanks and pump stations.
- Record drawings for the portions of the distribution system which have not yet been added to the GIS.
- Detailed markups of water main materials, if not contained in the GIS mapping.
- The Village's fire flow requirements based on zoning.
- Water billing information for 2019.
- Historical average day, maximum day, and peak hour water usage data for the past five years, to the extent available.
- A detailed narrative of normal water system operations.
- Pump information such as pump curves and recent pump test data for all pumps, if available.
- Hydraulic information for neighboring systems to aid in the evaluation of the interconnections. This may include providing hydraulic models, or engineering contacts for the neighboring community so that the capacity of their side of the interconnections can be evaluated to the extent feasible.

## C. Steady State Model Development

Model development will consist of the following tasks:

- Evaluate the modeling software to be utilized. CMT currently owns and utilizes both WaterGEMS and InfoWater for hydraulic modeling and **will recommend the most appropriate software** based upon the Village's goals.
- Review of the mapping data provided will be performed to **identify potential mapping issues** such as erroneous pipe diameters and inaccurate pipe connectivity at crossing locations. Screenshots of the potential issue

will be provided to village staff for their review. CMT will make updates and minor revisions to the GIS map as needed to facilitate model construction.

- Use the Village's updated GIS water main map to **develop the model** by importing the system data such as pipe and tank locations into the modeling software from the GIS.
- Import topographic elevations from the GIS contour maps using the applicable modeling software feature for all of the model junctions and fire hydrants.
- Establish roughness groups for the pipes in the model based on diameter, material type and approximate age of water main.

Water demands will be allocated to junction nodes in the model using the following methodology:

- CMT anticipates being able to automatically import water billing data into the model from a database provided by the Village. It has been assumed that the Village is able to export the billing data into a common database format, such as an Excel file. The database file would then be used in conjunction with the geolocating capabilities of GIS to **create a shapefile of the billing data** based on the address of each account. Once the water billing data is in the shapefile format, demands will be apportioned to the junction nodes using the applicable modeling software tool.

## D. Steady State Model Calibration

The steady state hydraulic model will be calibrated using pressure measurements and flow tests throughout the system as follows:

- The model will be **calibrated by performing static pressure measurements and flow tests** at fire hydrants (assume 12-15 locations) throughout the Village. During the calibration period, source information data at the time of the testing (pumping station flows and discharge pressures, tank levels and pump status) will be recorded for input into the model.
- Once the field flow testing measurements have been obtained, they will be input into the model. Operating





conditions, such as an estimate of current demand, pump station pressures and flows, and elevated tank levels will be added into the model to recreate the operating conditions during the flow tests as closely as possible. Pipe roughness coefficients within the model will then be adjusted to recreate the conditions observed during the flow tests. **Field-measured pressures and flows will be compared to model-computed pressures and flows to determine if the accuracy of the model is within AWWA guidelines.** In the event that the model results vary substantially from the observed field conditions, the Village will be consulted to determine if additional field investigation is warranted. **Additional field investigation can be performed at CMT's Standard Hourly Rates.**

- Once the steady state hydraulic model calibration is complete, the results of flow test pressure measurements and model predictions will be summarized and presented to the Village to demonstrate calibration prior to use of the hydraulic model for evaluation of the system.

## E. Steady State Model Scenario

Once calibrated, steady state modeling scenarios will be created for average day demand, maximum day demand, maximum day demand with fire, and peak hour demand as follows:

- The total annual usage for each water meter will be used to establish the loading projection applied for **average day conditions**.
- **Maximum day demands** will be assigned similarly utilizing the billing period with highest system-wide demand as the basis of the projection. An assumed ratio between maximum day demand and peak hour demand will be utilized in the model to develop the **peak hour demand**.
- Needed fire flows will be assigned to hydrants based on adjoining land uses. Available fire flow information will be estimated for all hydrants in conjunction with the maximum day demand scenario and compared to the needed fire flow values to identify areas which are below goal.

## F. Evaluation of the Existing Distribution System using the Steady State Hydraulic Model

The calibrated steady state hydraulic model will be used to **perform analysis of the existing water distribution system**. The existing system model will be analyzed under maximum day demand conditions to identify areas below goal for low pressure (below 40 psi), above goal for high pressure (above 90 psi), high headloss (greater than 4 feet/1,000 feet) and below goal for available fire flows. Color coded maps will be provided for available pressures and fire flow during maximum day demand conditions and pressures during average day demand conditions. The hydrant results for pressures and available fire flow for the above scenarios will also be exported to the GIS to provide staff with improved access to the data. For areas outside the range of the Village's target goals for available pressure and fire flow, **recommended improvements will be identified**.

The **capacity of the existing interconnections** will be analyzed. Recommendations will be provided to increase the potential transfer capacity of the existing interconnections. Locations for possible future interconnections will be identified and evaluated for their potential capacity.

## G. Extended Period Simulations in the Hydraulic Model

In order to develop **extended period simulations (EPS)** in the hydraulic model, CMT will obtain the following information from the Village:

- SCADA information (tank levels, pump discharge and station pressures) at 15 minute intervals for a minimum 24 hour period during a high-demand month in 2019 or 2020.
- Water system control parameters – the typical operation set points of the pumps in relation to system pressure or elevated tank levels which are in place during the EPS calibration period identified.

In order to allow the model to run extended period

simulations, the following tasks will be required:

- Input diurnal demand patterns for junction nodes in the distribution system.
- Input pump controls.
- Run extended period simulations on the model to verify model operation.

## H. Calibration of Extended Period Simulations in the Hydraulic Model

Once the extended period simulations have been developed in the hydraulic model, the model will need to be calibrated. The **extended period calibration** will consist of the following tasks:

- Calibrate the model over an extended period (minimum 24 hours) during a high-demand month in 2019 or 2020. For the extended period selected, Village staff will be asked to provide source information from SCADA to be input into the model to determine if actual tank levels compare favorably to computer calculated tank levels.
- Troubleshoot the model to ensure that the model is accurately calibrated.
- Compare and evaluate the model predicted versus actual water levels for the storage facilities to **verify calibration**.

## I. Evaluation of the Existing Water Distribution System using Extended Period Simulation Hydraulic Model

An **extended period water age analysis** will be performed under average day demand conditions to determine approximate water age throughout the system under normal operations. **Special care will be taken to run the scenarios for sufficient duration to properly estimate an appropriate starting age for water within storage facilities.** The maximum and minimum expected water age under normal operations will be evaluated. This is critical in estimating the water age throughout the system, especially for identifying areas which may experience varied water quality due to tank turnover operations.

## J. Development of a Capital Improvement Plan

A 5-year capital improvement plan, including budgetary cost estimates and exhibits will be developed incorporating recommended improvements to the existing water distribution system. Improvements could include water main looping to address criticality issues, water main looping or replacements as needed to increase fire flow, and improvements to accommodate additional interconnections with neighboring systems. **The plan will prioritize improvements and outline the implementation schedule based on priority.**

## K. Summary Report and Results

A draft report will be prepared to include the following:

- Summary of steady state calibration including exhibit of flow test locations and table of calibration results.
- Results of steady state model evaluation, including color coded exhibits illustrating pressure and available fire flow under maximum day demand conditions.
- Summary of extended period simulation calibration, including graphs of diurnal demand curves and model computed versus actual elevated tank levels during the EPS calibration period.
- Results of extended period simulation model evaluation, including exhibits illustrating the maximum and minimum water age under average day demand conditions and the maximum and minimum pressures under maximum day demand conditions.
- Recommended improvements, including an exhibit showing improvement locations and a table noting recommended improvements with corresponding budgetary cost and priority, which can be incorporated into the Village's Capital Improvement Program.

In addition to the report, a GIS geodatabase will be provided including available fire flows under maximum day conditions and pressures under average and maximum day demand conditions for all fire hydrants.



02

## Water Rate Study

### A. Project Initiation and Management

A kick-off meeting will be held between Village staff and CMT team members, including Raftelis, at the beginning of the project to better understand the Village's expectations for the project, review project scope and confirm project schedule.

Prior to the kick-off meeting, Raftelis will prepare a **detailed data request list** that will identify the information needed to complete the various analyses related to the Water Rate Study portion of the project. Information that is typically required to perform a comprehensive cost of service study includes, for example, recent Comprehensive Annual Financial Reports (CAFR); recent and current utility budgets; a description of service areas; current and historical billing data; utility plant in service records; debt service schedules; master plans, and a long-term capital improvement plan. Some of this information will be readily available, whereas other components may require more detailed analyses of operational data, customer billing information, and costs.

## B. Consumption and Current Revenue Analysis

Projecting future demand and developing realistic per capita consumption estimates is one of the single most difficult tasks that a utility faces each year. The reason for this is that there are several unforeseeable factors that can affect consumption. A particularly rainy or dry season, unforeseen population growth or decline, and commercial and industrial customers moving in and out of the utility's service area can have a dramatic effect on consumption. However, **projecting consumption is also one of the most important tasks that a utility faces.** These projections directly affect user rates which in turn determine how much cash a utility will collect. If a utility overestimates consumption then rates will be too low leading to revenue under recovery, a deficit and decreasing fund balances. Yet, if a utility underestimates consumption then revenue over recovery occurs and this can be met with public scrutiny because of unjustly high rates.

Operation and customer billing information will be collected to classify customers and project user demand over the planning period. Available historical consumption of the utility's different customer types will be studied in order to get a corresponding usage and growth rate for each type. Raftelis will also examine the Village's current customer classifications and identify any changes that may be necessary to make them more consistent with current industry practices and standards. Raftelis will then calculate the revenues under current rates at projected consumption levels to understand the potential revenues realizable. Raftelis will then compare these revenues to the revenues requirements forecast in the financial plan (developed in the next task) to **understand the magnitude of the potential shortfall under the current rates.**

An online meeting is anticipated for this task to review draft consumption projections. **A forecast of consumption and revenues under existing rates over ten-year forecast period will be provided to the Village.**

## C. Development of a Financial Plan

An important element in conducting a comprehensive rate study is to develop a financial plan for the water utility. In preparing the plan, Raftelis will **propose policies and practices for funding** its operations, capital facilities plans, and debt service requirements consistent with Village policies and standard industry practices.

**A suitable balance among the financing options will be proposed** when developing a proposed financial plan for the utility which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as prudent reserves;
- Meet prudent service policies and objectives;
- Provide financing for necessary capital improvements to the water utility; and
- Fairly distribute financing responsibility among customers.

**Maintaining a detailed financial plan will ensure that the water utility is operating in a revenue self-sufficient manner and can finance necessary capital improvements for the system.**

### DEVELOP REVENUE REQUIREMENTS

This subtask will include the projection of budget items, such as annual costs related to labor, power, materials, capital expenditures, plant investment, operating and maintenance (O&M) expenses, and reserve contributions using assumptions based on economic factors and growth trends.

Raftelis will **develop forecasts of revenue requirements over the 10-year planning period.** Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations and current economic trends. Projecting revenue adjustments over the ten-year planning horizon will illustrate future rate impacts and potential challenges to the utility's financial situation.

#### DEVELOP 10-YEAR CASH FLOW ANALYSIS AND RECOMMEND RESERVE BALANCES

Raftelis will **develop a 10-year cash flow analysis** to determine the revenue adjustments needed to meet projected revenue requirements for the ten-year planning period, **minimizing sharp rate fluctuations**. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility system, any transfers in and out of the utility, as well as the coverage needed to meet current and proposed debt service requirements. Raftelis will also review reserves policies to recommend appropriate reserves balances, such as operating, capital, rate stabilization, etc., consistent with industry standards.

After the 10-year financial plan for the water utility is submitted to the Village for review, an online review meeting is anticipated.

### D. Cost of Service Analysis and Rate Options

The Village has indicated a desire to understand the cost of providing water service to different classes of customers, and the approach to accomplish this is through a cost of service analysis. Although we take care to tailor a utility's cost of service ("COS") analysis to meet the needs of the individual utility, we always make sure to follow the basic premise of COS allocations set forth by State and local laws, AWWA Manual M1 Principles of Water Rates, Fees, and Charges, and other authoritative bodies.

#### COST FUNCTIONALIZATION

Each cost item used to develop the revenue requirements will be **allocated to one or more service functions** depending upon its nature. Functional categories used in the model may include: Purchased Water, Transmission, Distribution, Storage, Customer Service/Billing, Meters, General and Administration and Fire Protection.

#### COST CLASSIFICATION

Raftelis will identify and recommend any necessary **changes to the current classification cost-causative parameters**. Our recommendations will be based on industry practices and our experience in performing such classifications to ensure the appropriate assignment of costs. Cost assignment components may include: Average Day Demand, Maximum Day Demand, Maximum Hour Demand, Fire Protection, Meters and Customer Service.

#### COST OF SERVICE DISTRIBUTION

After allocation of the water utility's costs to cost components, the **cost of serving each customer class will be determined based on each class' usage characteristics**. Raftelis will use the demand and consumption information developed previously to develop

assumptions about the demand and usage characteristics of the different customer groupings developed for the study. Using this information, Raftelis will develop appropriate bases for the allocation of costs to each customer group.

#### RATE OPTIONS DESIGN

After the revenue requirements have been functionalized, classified, and allocated, Raftelis will use the consumption analysis prepared previously and combine it with the new revenue requirements to **calculate proposed user charges options** for the Village.

Preliminary rate design recommendations will include **three options** and the Village will have the option to refine those options or examine additional options once they have been reviewed by the Village staff. **Raftelis will review all rate options with Village Staff to determine which best suit the objectives of the Village and should be brought forward for consideration by the Water Committee**. An online meeting with Village Staff is anticipated for this task to review costs by customer classes and rate design options.

### E. Rate Model Development

At the heart of any successful cost of service and rate study is the computer model that is used to develop revenue requirements; perform cost functionalization, classification and allocation; and calculate rates. **The model must be sophisticated enough to perform the complex calculations involved in a comprehensive cost of service and rate analysis and yet still be simple enough to allow for future updates without the need for extensive training**.

Once the project is complete, the Village will be provided with fully functioning copies of the model. **Raftelis will provide technical support for use of the model by the Village** or the utility after the conclusion of the project for up to four hours each calendar year at no additional cost to the Village or the utility.

### F. Reports and Presentations

#### BENCHMARKING

Raftelis will prepare a benchmarking analysis comparing the Village's rates, rate structure, staffing, expenses, and other appropriate metrics to similar Villages and Cities in the region. This information will be included in the draft and final Water Rate Study reports prepared as a part of this task.

#### DRAFT REPORT

Raftelis will deliver a draft **Water Rate Study report** to the Village for their review and comment in Microsoft Word format, and will hold an online meeting to review any comments, questions, concerns, and changes with Village staff and any other parties identified by the Village.



### PRELIMINARY WATER COMMITTEE PRESENTATION

After Village Staff has reviewed the draft report and an updated draft report is available, **the findings and rate options will be presented to the Water Committee for their consideration and discussion.** Project team staff will be available as a resource to the Water Committee in these discussions. Raftelis will provide a Powerpoint presentation in advance of this meeting for review and comment by Village Staff.

### FINAL REPORT

Raftelis will incorporate comments of the Water Committee into a final report. Upon finalization of the report, the Village will be provided with hard copies (both bound and unbound copies, as requested by the Village) of the final report and an electronic copy (in Microsoft Word and/or Adobe Acrobat format) of the report. In addition to the final report, the Village will also be provided with **electronic copies of the final rate model** in Microsoft Excel format.

### FINAL WATER COMMITTEE PRESENTATION

Raftelis will present the **Final Water Rate Study Report**, including a **proposed rate structure**, to the Water Committee for their review and presentation. Raftelis will provide a Powerpoint presentation in advance of this meeting for review and comment by Village Staff.



03

## Risk & Resilience Assessment/ Emergency Response Plan

### A. Risk and Resilience Assessment

The following tasks are anticipated for the completion of the R&RA:

#### KICK-OFF MEETING

It is anticipated that the project would begin with a Kick-off Workshop with key project team members and Village staff. The kick-off workshop would review the project scope and schedule and would include a list of information required from the Village. A list of anticipated information, in addition to what is needed for the Hydraulic Water Model and Water Rate Study, is below:

- Previous risk assessment reports, including recent cyber security assessments
- As-built drawings for all water facilities
- Construction costs for all water facilities, if available
- Operator training procedures for each facility
- Description of any contracts for service, maintenance, supplies, etc. for the facility
- Inventory of equipment
- Existing emergency response plan
- Description of mutual aid agreements

- Staff organizational charts
- Business Continuity Plan, if available
- Bond ratings, if available
- Governmental Accounting Standards Board (GASB) Statement, if available

### INTERVIEWS AND DATA GATHERING

CMT project team members will conduct an interview with Village water supervisory and operations staff. During the interview, CMT will determine the following information:

- The mission and critical functions of the facility, as understood by its staff
- Which assets are critical to the facility's critical functions
- What critical support infrastructure exists
- What protective countermeasures and mitigation features are in place

### ASSET CHARACTERIZATION

CMT will create a list of critical assets and estimate the worst reasonable consequences resulting from the loss of each asset. It is assumed that approximately 15-20 assets will be considered.

### THREAT CHARACTERIZATION AND ANALYSIS

CMT will use the Baseline Information on Malevolent Acts for Community Water Systems document published by the EPA to characterize malevolent threats to the Village's water facilities. The document includes reference threat scenarios and their default likelihoods, along with considerations that may impact the likelihood of each threat. CMT will review the threats and their considerations and confirm their appropriateness for Burr Ridge or adjust the likelihoods as needed. Based on the Baseline Information document, it is assumed that approximately 16 malevolent threats will be characterized. CMT will use the historical weather data provided by VSAT Web 2.0 to characterize all natural hazards that could occur in Burr Ridge and the likelihood of their occurrence. It is anticipated that the list of natural hazards will include earthquakes, floods, fires, ice storms, and tornadoes.

### CONSEQUENCE ANALYSIS

CMT will then assign threat-asset pairs, considering the consequences of each threat on each critical asset. CMT will identify the worst reasonable consequence that can be caused by each threat on each asset, including fatalities or serious injuries, financial loss to the Village, and economic loss to the community. An estimated numerical value will be assigned to each consequence.

### VULNERABILITY ASSESSMENT

Next, CMT will analyze each asset's ability to withstand each threat, based on the current protective systems in place. CMT will review information provided by the Village regarding facility construction and any existing protections, countermeasures, or features intended to mitigate the consequences of any threat. The vulnerability of each

critical asset will be analyzed to produce a numerical vulnerability estimate value. CMT will use VSAT Web 2.0 to calculate the Village's risk and resilience for each threat-asset pair.

#### **RISK AND RESILIENCY ANALYSIS AND MANAGEMENT**

CMT will calculate the risk for each threat-asset pair using the following equation:

$\text{Risk} = \text{Consequences} \times \text{Vulnerability} \times \text{Threat Likelihood}$ ,  
using the estimated values described above for consequences, vulnerability, and threat likelihood.

CMT will also calculate the current level of resilience using the Water Sector Utility Resilience Analysis Approach.

Once the facilities' risk and resilience have been calculated, CMT will discuss with the Village acceptable levels of risk and resilience and possible improvement options as needed. CMT will assess each option's benefit to the facility and estimated cost to recommend improvements.

#### **REPORT AND CERTIFICATION**

CMT will generate a Risk and Resilience Report from VSAT Web 2.0. CMT will provide the report to the Village of Burr Ridge along with any assumptions made or additional information used to generate the report. The Village can then submit certification to the EPA that the R&RA has been completed using the EPA's online certification process.

## **B. Emergency Response Plan**

The following tasks are anticipated for the completion of the ERP:

#### **KICK-OFF MEETING**

It is anticipated that the project would begin with a Kick-off Workshop with key project team members and Village staff. The kick-off workshop would review the project scope and schedule and would include a list of information required from the Village. A list of anticipated additional information is below:

- Inventory of equipment, including specifications and operation instructions
- List of critical customers
- Mutual Aid Agreements
- Staff roster
- Communication system inventory and operation instructions
- Safety equipment inventory
- Response Resources inventory
- Emergency Response Roles
- Media outreach contact list
- Local, state, and federal emergency contact list
- Public notification templates

#### **INTERVIEWS AND DATA GATHERING**

CMT project team members will conduct interviews with Village water supervisory and operations staff. During the interviews, CMT will determine the following information:

- Threat detection and mitigation strategies already in place
- Existing safety protocols
- Existing emergency procedures
- Key logistical or medical service locations (hospital, gas station, pharmacy, ATM, etc.)

#### **RESPONSE COORDINATION**

CMT will coordinate with the Village's Local Emergency Planning Committee and other response partners to ensure that all parties understand response procedures for a drinking water incident and will confirm that the ERP meets state regulatory requirements in addition to those outlined by AWIA.

#### **UTILITY INFORMATION**

CMT will use the information provided by the Village and the report template created by the EPA to assemble an overview of the utility and its primary components, including information about personnel. CMT will describe safety protocols in place and how the utility interacts with the community around it, including local services such as hospitals and gas stations that assist the facility or could be helpful in an emergency and local industries such as chemical production or storage facilities that may increase the risk to the utility.

#### **RESILIENCE STRATEGIES**

The focus of this portion is on how the utility will respond in the event of a threat. CMT will detail the emergency response roles of the utility's personnel and who participates in Incident Command System (ICS) roles. We will also describe how information is communicated internally, to external partners, to critical customers, to the media, and to the public. An inventory of communication equipment will also be included.

#### **EMERGENCY PLANS AND PROCEDURES**

In addition to the communication and mobilization described above, CMT will describe both general procedures that are likely to be used in response to a variety of threats, such as backup power, and specialized procedures tailored to a specific threat incident, such as a tornado. (CMT will incorporate any existing response plan into this portion of the ERP).

#### **MITIGATION ACTIONS**

CMT will describe what ongoing steps the Village takes to mitigate the severity of any incidents, such as alternative source water options and mutual aid agreements, or facilities designed to withstand natural hazards.

## DETECTION STRATEGIES

CMT will describe the systems and procedures in place to detect a threat before or while it occurs. This includes intrusion alarms, source water and finished water testing, customer complaint surveillance, weather alerts, etc. The procedure to respond to a threat, once detected, will also be listed.

## REPORT AND CERTIFICATION

CMT will assemble the information into one Emergency Response Plan and submit all findings, exhibits, tables, and appendices to the Village. The Village can then submit certification to the EPA that the ERP has been completed. The EPA requires that the ERP be maintained for five years after the certification date and recommends keeping two copies of the ERP in secure locations: one on site and one accessible elsewhere in the event of an incident.

CMT will develop a preliminary project plan report to comply with the funding requirements of the Illinois Environmental Protection Agency's Public Water Supply loan program. The development of the plan will predominantly be conducted concurrently with the water model development and the drafting of the emergency response plan.



04

## Preliminary Project Plan

### A. Project Prioritization

CMT will meet with Village staff to **prioritize the projects** identified by the above tasks and determine other work items which will need to be incorporated, such as maintenance or rehabilitation at the emergency well sites and tank projects. A schedule for completion of the improvements will be developed.

### B. Cost Estimating

Engineers' opinions of probable construction costs will be prepared for the work to be incorporated within the project plan.

### C. Environmental Sign-offs

As required by the project plan, **CMT will contact the various agencies required to obtain the environmental sign-offs for the project areas.** Note that it has been assumed that the Village will pay for all direct fees to agencies (such as IDNR) requiring sign-offs. Note that this scope includes application for preliminary environmental and historical preservation sign-offs but does not include specialized environmental studies such as wetland delineation, archeological surveys, or floodplain permitting.

## D. Preparation of Project Plan

CMT will prepare the project plan documenting the work performed in the previous tasks into a format meeting the requirements of an SRF project plan. It has been assumed that Village staff will provide background information related to Village budgets and finances for the project plan.

## DRAFT PLAN REVIEW

CMT will submit draft copies of the project plan to the Village for review and conduct an online meeting to obtain feedback.

## PLAN FINALIZATION, SUBMITTAL, AND COORDINATION WITH IEPA

CMT will modify the project plan according to comments received during the draft plan review and resubmit final copies to the Village. CMT will submit copies of the final planning document to IEPA along with the appropriate forms for their review.

Note that this project only includes the preparation and submittal of the project plan. It is anticipated that future project phases will include environmental testing, detailed surveys, public hearing, design and bidding, loan application requirements and all other tasks required to obtain the SRF Loan commitment for construction of the loan projects.

## 5. Optional Value-Added Work

CMT has identified the following potential value-added scope items for the Village's consideration. We would welcome an opportunity to meet with staff to tailor the scope to best meet the Village's expectations and explore other synergistic tasks which may be worth incorporating.

### A. Energy Evaluation

CMT will review the existing electric rate structure for the major water facilities and evaluate opportunities for potential cost savings. This may include switching rate structures or modifying pumping operations to reduce the cost of energy. Our Project Engineer is a Certified Energy Manager who specializes in water systems and is uniquely suited to perform such analyses.

### B. Full Water Master Plan

The scope identified for the tasks above could be modestly expanded to develop a full water master plan. Some of the typical elements of such a plan which have not been specifically identified within the scope presented in the RFP would include long term population and demand projections, storage volume evaluations and pump station capacity evaluation.

**CRAWFORD, MURPHY & TILLY, INC.**  
**EXHIBIT B - STANDARD SCHEDULE OF HOURLY CHARGES**  
**JANUARY 1, 2020**

<b>Classification</b>	<b>Regular Rate</b>
Principal	\$ 230
Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II	\$ 220
Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I	\$ 190
Sr. Structural Engineer II	\$ 175
Sr. Technician II	\$ 160
Aerial Mapping Specialist	\$ 155
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 150
Technical Manager II Environmental Specialist III	\$ 140
Sr. Technician I	\$ 135
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 130
Environmental Specialist II Technician II	\$ 115
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$ 95
Administrative/Accounting Assistant	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2021.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.



**CRAWFORD, MURPHY & TILLY, INC.**

**EXHIBIT C - 2020 PROFESSIONAL SERVICES COST ESTIMATE**

**CLIENT** Village of Burr Ridge

**PROJECT NAME** Water System Operations and Sustainability Study

**DATE** 9/8/2020

**Summary**

Task	Hours	Amount
Hydraulic Water Model	538	\$80,932
Water Rate Study	20	\$33,620
Risk & Resilience Assessment/Emergency Response Plan	288	\$48,010
Preliminary Project Plan	98	\$16,938
<b>TOTAL</b>	<b>944</b>	<b>\$179,500</b>

Note: Total hours do not include hours for subconsultant, Raftelis, for Water Rate Study (128 hours)

Village of Burr Ridge  
Water System Operations and Sustainability Study  
**Exhibit D - Schedule**

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## Burr Ridge Police Department



**To: Chief Madden**  
**From: Officer Margaret Scheidel**  
**Date: August 21, 2020**  
**Re: Resignation**

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Chief Madden,

Please accept this memo as my letter of resignation from the Burr Ridge Police Department effective Friday, August 21, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret Scheidel".

Margaret Scheidel

VILLAGE OF BURR RIDGE

8G

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 9/14/2020

PAYMENT DATE: 9/15/2020

FISCAL 20-21

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	\$ 61,239.81	\$ 61,239.81
23	Hotel/Motel Tax Fund	40.00	\$ 40.00
31	Capital Improvements Fund	390,548.20	390,548.20
51	Water Fund	33,720.13	33,720.13
52	Sewer Fund	3,521.95	3,521.95
61	Information Technology	9,863.76	9,863.76
	TOTAL ALL FUNDS	<u>\$ 498,933.85</u>	<u>\$ 498,933.85</u>

PAYROLL

PAY PERIOD ENDING August 22, 2020

	TOTAL
	PAYROLL
Board	\$ 2,000.00
Administration	19,400.07
Finance	7,690.42
Police	118,347.02
Public Works	20,334.93
Water	23,602.47
Sewer	8,012.92
TOTAL	<u>\$ 199,387.83</u>
GRAND TOTAL	<u><u>\$ 698,321.68</u></u>



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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 0300 Revenues					
10-0300-36-3650	Refund-Duplicate health inspecti	Burr Ridge Subs, Inc.	08/27/20	08/27/20	105.00
Total For Dept 0300 Revenues					105.00
Dept 1010 Boards & Commissions					
10-1010-40-4040	Chicago Tribune 4 weeks	Chicago Tribune	08/05/20	08/05/20	27.72
10-1010-40-4040	FY2020 Caucus Dues	Metropolitan Mayors Caucus	08/19/20	2020-082	475.16
10-1010-40-4042	Meeting w/Mayor Village Business	Patti's Sunrise Cafe	08/05/20	08/05/20	42.11
10-1010-50-5010	General Legal Services	Storino, Ramello, & Durkir	08/16/20	08/16/20	3,669.70
10-1010-50-5010	Sterigenics	Storino, Ramello, & Durkir	08/16/20	08/16/20	230.00
10-1010-50-5010	Freedom of Information Act	Storino, Ramello, & Durkir	08/16/20	08/16/20	932.00
10-1010-50-5010	Devon Woods Easement Litigation	Storino, Ramello, & Durkir	08/16/20	08/16/20	26.00
10-1010-50-5010	Falling Water Subdivision Annexa	Storino, Ramello, & Durkir	08/16/20	08/16/20	670.00
10-1010-50-5015	Prosecution Services	Storino, Ramello, & Durkir	08/16/20	08/16/20	2,371.90
10-1010-50-5030	Cell Phone Reimbursement	Gary Grasso	08/31/20	08/31/20	50.00
10-1010-80-8010	Graduation Banners/Poles	Bannerville USA Inc.	05/27/20	29005	1,020.00
Total For Dept 1010 Boards & Commissions					9,514.59
Dept 2010 Administration					
10-2010-40-4040	Dues & Subscriptions Tejkowski/B	Illinois Notary Discount F	07/29/20	07/29/20	107.90
10-2010-50-5020	Elevator Inspection	Elevator Inspection Servic	07/04/20	94065	32.00
10-2010-50-5030	Telephone Admin	Verizon Wireless	08/04/20	785028947-00001 Jul2	252.90
10-2010-50-5075	Plan Review Permit 20-175	B&F Construction Code Serv	08/18/20	54347	300.00
10-2010-50-5075	Plan Review Permit 20-091	B&F Construction Code Serv	08/13/20	54322	6,496.92
10-2010-60-6010	Burr Ridge Logo Face Masks	Don's World of Sports Inc.	08/24/20	47688	1,274.80
10-2010-60-6010	Ladies Polo shirts - with Logo	Stitch America, Inc.	07/27/20	112264	92.50
10-2010-60-6010	Men's Polo shirts - with Logo	Stitch America, Inc.	07/27/20	112264	63.00
10-2010-60-6010	Set Up fee for less than 12 item	Stitch America, Inc.	07/27/20	112264	75.00
10-2010-60-6010	Shipping	Stitch America, Inc.	07/27/20	112264	14.13
Total For Dept 2010 Administration					8,709.15
Dept 4010 Finance					
10-4010-40-4040	GFOA Membership Renewal	Government Finance Office	07/23/20	07/23/20	150.00
10-4010-40-4040	GFOA Budget Award Application	Government Finance Office	07/23/20	628321	345.00
10-4010-40-4042	Budget Document Training	Government Finance Office	08/19/20	633316	135.00
10-4010-50-5025	FEMA Grant Applications	FedEx	08/12/20	395712679398	31.85
10-4010-50-5030	Telephone Finance	Verizon Wireless	08/04/20	785028947-00001 Jul2	52.58
10-4010-50-5040	AP Checks	Deluxe	08/28/20	00087650230	627.91
10-4010-60-6010	Office Chair	Staples	08/18/20	05410190231105014180	290.05
Total For Dept 4010 Finance					1,632.39
Dept 4020 Central Services					
10-4020-60-6000	DAX N16814BT Frame 8.4 x 14	Runco Office Supply	08/11/20	797091-2	14.99
10-4020-60-6000	MMM 1456 Scotch Packing Tape 6 P	Runco Office Supply	08/11/20	797775-0	14.99
10-4020-60-6000	UNV 00164 Rubber Bands Size 64	Runco Office Supply	08/11/20	797775-0	2.99
10-4020-60-6010	Kitchen Coffee Supplies PD	Commercial Coffee Service,	08/26/20	158776	48.25
10-4020-60-6010	Kitchen Coffee Supplies PD	Commercial Coffee Service,	08/04/20	158629	119.60
10-4020-60-6010	FEL 00012 Hvy Duty Legal Banker	Runco Office Supply	08/11/20	797775-0	99.99
10-4020-60-6010	HEW C1861A 36"x150" paper	Runco Office Supply	08/11/20	797775-0	159.95
Total For Dept 4020 Central Services					460.76
Dept 5010 Police					
10-5010-40-4032	Uniform Allowance Madler, T	Ray O'Herron Co., Inc.	07/15/20	2038893	99.98
10-5010-40-4032	Uniform Allowance McNabb, T	Ray O'Herron Co., Inc.	08/19/20	2045722	7.64

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Fund 10 General Fund					
Dept 5010 Police					
10-5010-40-4042	Training/Allen, D	North East Multi-Regional	08/12/20	273540	75.00
10-5010-50-5020	Notary Services Campos/Almendare	Illinois Notary Discount F	07/29/20	07/29/20	60.00
10-5010-50-5020	Phlebotomy Services	Illinois Phlebotomy Servic	08/19/20	1159	425.00
10-5010-50-5030	Telephone Police	Verizon Wireless	08/04/20	785028947-00001 Jul2	1,020.96
10-5010-50-5040	15 Lots of 250 Business Cards	Grasso Graphics, Inc.	08/10/20	30897	274.69
10-5010-50-5050	(10) Stalker Dual DSR	Municipal Electronics Divi	07/27/20	067487	350.00
10-5010-50-5051	Squad 1705 Maintenance	B & E Auto Repair Service	08/26/20	137435	27.95
10-5010-50-5051	Squad 2016 Maintenance	B & E Auto Repair Service	08/14/20	137368	24.95
10-5010-50-5051	Squad 1817 Maintenance	B & E Auto Repair Service	08/13/20	137361	233.83
10-5010-50-5051	Squad 1703 Maintenance	B & E Auto Repair Service	07/23/20	137207	30.00
10-5010-50-5051	Squad 2016 Maintenance	B & E Auto Repair Service	07/29/20	137255	24.95
10-5010-50-5095	Towing Services	Tom & Jerry Tire & Service	05/30/20	2573	555.00
10-5010-50-5095	Towing Services	Tom & Jerry Tire & Service	07/21/20	2594	250.00
10-5010-60-6010	10 boxes of Nitrile Disposable G	Amazon.com Credit	08/11/20	11249918184870646	194.90
10-5010-60-6010	Medical Black Nitrile Gloves	Amazon.com Credit	08/11/20	11254562060246630	19.07
10-5010-60-6010	Nitrile Disposable Gloves	Amazon.com Credit	08/03/20	11252382926473020	57.60
10-5010-60-6010	Memory Stick Thumb drives	Amazon.com Credit	07/29/20	11279661703111409	26.86
10-5010-60-6010	Office Supplies	Amazon.com Credit	07/29/20	11224254650445049	13.33
10-5010-60-6010	Notary Stamps	Illinois Notary Discount F	07/29/20	07/29/20	47.90
10-5010-60-6010	Investigative Supplies	Liveview GPS Inc.	08/19/20	5076525	37.83
10-5010-60-6010	Operating Supplies	Wex Bank	08/23/20	67086874	13.25
10-5010-60-6020	Gasoline & Oil	Wex Bank	08/23/20	67086874	213.18
Total For Dept 5010 Police					4,083.87
Dept 6010 Public Works					
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	08/11/20	392393	79.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	08/18/20	392537	79.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	08/04/20	392241	79.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	07/28/20	392097	79.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	07/21/20	391947	79.18
10-6010-40-4032	Polos and T-shirts - Operations	Stitch America, Inc.	07/28/20	112302	758.36
10-6010-40-4040	STC Dues FY20-21	West Central Municipal Cor	08/24/20	0006998	575.00
10-6010-40-4042	Online Training with IDOT & UIUC	James Miedema	09/04/20	09/04/20	50.00
10-6010-50-5030	Telephone PW	Verizon Wireless	08/04/20	785028947-00001 Jul2	448.77
10-6010-50-5051	Maintenance-Vehicles PW	Burr Ridge Car Care, Inc.	08/11/20	54608	214.86
10-6010-50-5051	Maintenance-Vehicles PW	Sandi Auto Truck Repair	06/15/20	34193	576.82
10-6010-50-5051	Maintenance-Vehicles PW	Sandi Auto Truck Repair	07/09/20	34313	1,080.00
10-6010-50-5053	Maintenance-Streets	Lakeshore Recycling System	08/11/20	PS334270	76.05
10-6010-50-5053	Maintenance-Streets	Premier Landscape Contract	08/11/20	99282	1,891.00
10-6010-50-5065	Village Street Lights	Constellation NewEnergy, I	08/14/20	4153080065 Aug20	1,437.08
10-6010-50-5066	Debris Waste Removal	Tameling Grading	07/31/20	2286	4,550.00
10-6010-50-5066	Debris Waste Removal	Tameling Grading	08/01/20	2287	1,400.00
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	08/11/20	392393	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	08/18/20	392537	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	08/04/20	392241	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	07/28/20	392097	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	07/21/20	391947	4.50
10-6010-50-5097	Spring Grove Nurseries; 27 Trees	West Central Municipal Cor	05/12/20	0006933	6,031.00
10-6010-50-5097	Doty Nurseries; 20 Trees	West Central Municipal Cor	05/21/20	0006934	5,360.00
10-6010-60-6010	Operating Supplies Covid-19	Menards - Hodgkins	08/17/20	56732	71.48
10-6010-60-6040	Electric Brake Assembly	Russo's Power Equipment	08/20/20	SPI10381516	142.02
10-6010-60-6040	Breakaway Switch	Russo's Power Equipment	08/20/20	SPI10381516	9.33

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Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-60-6040	12" Brake Drum 6000Lb	Russo's Power Equipment	08/20/20	SPI10381516	109.98
10-6010-60-6041	Supplies-Vehicles	Monroe Truck Equipment, Ir	08/10/20	329879	182.67
10-6010-60-6043	Shredded Bark Mulch	Hinsdale Nurseries, Inc.	07/09/20	1685275	80.00
10-6010-60-6043	Supplies-Trees	Tameling Industries	07/30/20	0145278	272.50
10-6010-60-6043	Hinsdale Nurseries; 20 Trees	West Central Municipal Cor	04/30/20	0006943	4,753.00
Total For Dept 6010 Public Works					30,488.32
Dept 6020 Buildings & Grounds					
10-6020-50-5052	HVAC maintenance - Village Hall	Dynamic Heating & Piping C	08/20/20	SM19006-3	2,202.10
10-6020-50-5052	HVAC maintenance - Police Statio	Dynamic Heating & Piping C	08/20/20	SM19006-3	833.10
10-6020-50-5052	HVAC maintenance - Public Works	Dynamic Heating & Piping C	08/20/20	SM19006-3	246.66
10-6020-50-5052	VH Kitchen Sink Repair	Patrick B Murphy	08/24/20	29478A	495.00
10-6020-50-5058	Mat rentals - PW	Breens Inc.	08/18/20	392533	20.50
10-6020-50-5058	Mat rentals - PW	Breens Inc.	08/11/20	392389	20.50
10-6020-50-5058	Mat rentals - PW	Breens Inc.	08/04/20	392237	20.50
10-6020-50-5058	Mat rentals - PW	Breens Inc.	07/28/20	392093	20.50
10-6020-50-5058	Mat rentals - PW	Breens Inc.	07/21/20	391943	20.50
10-6020-50-5058	Deep Clean Village Hall Covid-19	Bullseye Cleaning Services	08/19/20	3802	450.00
10-6020-50-5080	Village Hall	NICOR Gas	08/17/20	47025700007 Aug20	123.99
10-6020-50-5080	Public Works	NICOR Gas	08/11/20	22944400005 Aug20	127.76
10-6020-60-6010	(2) Electric Cold Foggers	Amazon.com Credit	07/29/20	11477052701977824	1,078.00
10-6020-60-6010	Military Flags/Label Tags	Amazon.com Credit	07/23/20	11136457954681860	170.84
10-6020-60-6010	Sanitizing & Disinfecting Wipes	Industrial Electric Supply	08/25/20	8429	270.00
10-6020-60-6010	Operating Supplies PW	Menards - Hodgkins	08/17/20	56731	117.56
10-6020-60-6010	Operating Supplies PW	Menards - Hodgkins	08/18/20	56815	28.22
Total For Dept 6020 Buildings & Grounds					6,245.73
Total For Fund 10 General Fund					61,239.81
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8050	SOS Date Patch	Bannerville USA Inc.	08/04/20	29256	40.00
Total For Dept 7030 Special Revenue Hotel/Motel					40.00
Total For Fund 23 Hotel/Motel Tax Fund					40.00
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7080	2020 Road Program	Schroeder Asphalt Services	08/06/20	2020-225	372,026.70
31-8010-70-7080	Pavement Marking Program	Superior Road Striping Inc	08/18/20	747620	18,521.50
Total For Dept 8010 Capital Improvement					390,548.20
Total For Fund 31 Capital Improvements Fund					390,548.20
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	08/11/20	392393	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	08/18/20	392537	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	08/04/20	392241	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	07/28/20	392097	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	07/21/20	391947	72.14
51-6030-40-4032	Polos and T-shirts - Water Dept	Stitch America, Inc.	07/28/20	112302	832.35
51-6030-40-4042	CDL Renewal	George Macha	08/31/20	08/31/20	61.41

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Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4042	Water Treatment Operator Review	Joliet Junior College	08/18/20	08/18/20	499.00
51-6030-50-5020	(13) Coliform Samples	Envirotest Perry Laborato	08/05/20	20-134658	123.50
51-6030-50-5020	Disinfectant/Water Testing	PDC Laboratories, Inc.	06/22/20	19420734	400.00
51-6030-50-5030	Well Pumping Line	AT&T	07/22/20	630325420907 Jul20	319.05
51-6030-50-5030	Telephone Water	Verizon Wireless	08/04/20	785028947-00001 Jul2	517.45
51-6030-50-5030	Water Modems	Verizon Wireless	08/04/20	785028947-00001 Jul2	183.24
51-6030-50-5050	Sensus Support Renewal (Meter S	Sensus USA, Inc.	08/10/20	ZA20215410	1,949.94
51-6030-50-5052	HVAC maintenance - Pump Center	Dynamic Heating & Piping C	08/20/20	SM19006-3	180.16
51-6030-50-5067	Repair Leak Madison Street	H & R Construction, Inc.	08/12/20	16597	4,200.00
51-6030-50-5067	Install New Fire Hydrant Madison	H & R Construction, Inc.	08/12/20	16598	3,600.00
51-6030-50-5067	Debris Waste Removal	Tameling Grading	07/31/20	2284	4,550.00
51-6030-50-5080	Well #4	COMED	08/17/20	0029127044 Aug20	409.23
51-6030-50-5080	Pump Center	Dynegy Energy Services, LI	08/07/20	310428720081	6,483.19
51-6030-50-5080	Pump Center	NICOR Gas	08/11/20	47915700000 Aug20	42.19
51-6030-60-6010	Operating Supplies	Grainger, Inc.	08/12/20	9617689469	135.75
51-6030-60-6010	Operating Supplies PW	Ozinga Materials, Inc.	08/14/20	115734	1,908.97
51-6030-60-6020	Gasoline & Oil PW	SuperFleet MasterCard	07/26/20	FB346 Jul20	75.00
51-6030-60-6040	6" x 16" All SS Repair Clamp, Ro	Underground Pipe & Valve C	08/13/20	044089	245.00
51-6030-60-6040	6" x 24" All SS Repair Clamp, Ro	Underground Pipe & Valve C	08/13/20	044089	465.00
51-6030-60-6040	6" x 30" All SS Repair Clamp, Ro	Underground Pipe & Valve C	08/13/20	044089	610.00
51-6030-60-6040	8" x 16" All SS Repair Clamp, Ro	Underground Pipe & Valve C	08/13/20	044089	295.00
51-6030-60-6040	Supplies-Equipment	Underground Pipe & Valve C	08/19/20	044274	738.00
51-6030-70-7000	(3) Omni Sensus Meters Assemblie	Core & Main LP	08/11/20	M810996	4,536.00
Total For Dept 6030 Water Operations					33,720.13
Total For Fund 51 Water Fund					33,720.13
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	08/11/20	392393	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	08/18/20	392537	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	08/04/20	392241	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	07/28/20	392097	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	07/21/20	391947	24.63
52-6040-40-4032	Polos and T-shirts - Sewer	Stitch America, Inc.	07/28/20	112302	273.26
52-6040-50-5030	Sewer Modems	Verizon Wireless	08/04/20	785028947-00001 Jul2	30.54
52-6040-50-5068	Sanitary Lift Station Maintenanc	Metropolitan Industries, I	08/25/20	020186	3,095.00
Total For Dept 6040 Sewer Operations					3,521.95
Total For Fund 52 Sewer Fund					3,521.95
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-40-4040	Hulu Streaming Services	Hulu, LLC	09/08/20	09/08/20	64.98
61-4040-50-5020	Video Tape Board Meetings Aug	Garron, Fernando	08/25/20	08/25/20	650.00
61-4040-50-5020	IT Support Remote/Onsite	Orbis Solutions	08/14/20	5570474	2,450.00
61-4040-50-5030	Mobile Hot Spots	Verizon Wireless	08/04/20	785028947-00001 Jul2	36.00
61-4040-50-5050	HDMI Receiver/Cable	Orbis Solutions	08/14/20	5570474	530.00
61-4040-50-5061	Email Management	Constant Contact	09/08/20	09/08/20	21.25
61-4040-50-5061	Annual Service	Hootsuite	08/12/20	2017352548	348.00
61-4040-50-5061	Teams Conferencing	Microsoft	07/24/20	07/24/20	204.99
61-4040-50-5061	Annual Subscription	SurveyMonkey	08/12/20	08/12/20	384.00
61-4040-50-5061	Video Conferencing	Zoom Video Communications,	08/02/20	08/02/20	14.99



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Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-60-6010	Dell Wireless Keyboard & Mouse	Amazon.com Credit	07/21/20	11342139591704241	173.85
61-4040-60-6010	Webcams	Amazon.com Credit	07/22/20	11102994276864264	184.99
61-4040-60-6010	Portable Monitor	Amazon.com Credit	08/06/20	11119033700960234	344.90
61-4040-60-6010	Toner Cartridges PW	Runco Office Supply	08/20/20	7988840	160.83
61-4040-60-6010	CF410XC HP Toner Black	Warehouse Direct, Inc.	08/28/20	4754557-0	253.98
61-4040-70-7000	(3) HP M283 fdw Printers	Amazon.com Credit	07/21/20	11304134407112248	1,347.00
61-4040-70-7000	(4) HP M283 fdw Printers	Amazon.com Credit	07/29/20	11240991587025057	1,796.00
61-4040-70-7000	(2) HP M283 fdw Printers	Amazon.com Credit	08/04/20	11115663189674650	898.00
Total For Dept 4040 Information Technology					9,863.76
Total For Fund 61 Information Technology Fund					9,863.76

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Fund Totals:					
Fund 10 General Fund					61,239.81
Fund 23 Hotel/Motel Tax Fund					40.00
Fund 31 Capital Improvements Fund					390,548.20
Fund 51 Water Fund					33,720.13
Fund 52 Sewer Fund					3,521.95
Fund 61 Information Technology Fund					9,863.76
Total For All Funds:					<hr/> 498,933.85