



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

**AGENDA**

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

**Attendance and Public Comment Procedures:** Due to the current state of emergency, consistent with the Governor's Disaster Proclamation issued on November 13, 2020, and in accordance with 5 ILCS 120/7(e), the physical presence of a quorum of the corporate authorities being excused, participation by Village Board members at this meeting will be carried out remotely via the ZOOM meeting platform. The Mayor will be present in the Board Room to preside over the meeting, as required by law, along with select staff. Trustees' attendance shall occur via the Zoom meeting platform by accessing the [meeting link](#). All Trustees must participate in the meeting with a video-enabled webcam. Trustees using a webcam without a microphone may call into the meeting at (312) 626-6799, using Meeting ID 883 9795 5571; Password 772766.

Pursuant to Governor Pritzker's Executive Order 2020-71 physical attendance at this meeting shall be limited to 10 people. Therefore, attendance by members of the public for the December 14, 2020 Village of Burr Ridge Board of Trustees meeting will be permitted both in person (subject to social distancing and capacity limitations) and virtually. Members of the public may attend the meeting by accessing the [meeting link](#), using either a computer microphone or by calling into the meeting at (312) 626-6799, using Meeting ID 883 9795 5571; Password 772766. Public comments will also be taken prior to the meeting via email at [BRMeetings@burr-ridge.gov](mailto:BRMeetings@burr-ridge.gov). E-mailed public comments shall identify whether the comment is intended to address a specific agenda item (please identify the agenda item) or is intended for general public comment under Section 9 of this Agenda. Public comments may also be made **during** the meeting at the applicable time. All public participants will be muted upon entering the virtual meeting. Prior to voting on each agenda item, public participants will be unmuted and asked for comments. 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 – 2020 Tax Levy**
  - 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 November 23, 2020
- B. \* Receive and File Economic Development Meeting of December 2, 2020
- C. \* Receive and File Plan Commission of December 7, 2020

## 6. ORDINANCES

- A. Consideration of An Ordinance Levying Taxes for All Corporate Purposes for the Village of Burr Ridge, DuPage and Cook Counties, Illinois, for the Fiscal Year Commencing on May 1, 2020 and Ending April 30, 2021
- B. \* Approval of Ordinance Authorizing the Destruction of Personal Property Owned by the Village of Burr Ridge

## 7. RESOLUTIONS

- A. Consideration of a Resolution Censuring Trustee Zachary Mottl for the Sixth Time
- B. \* Approval of a Resolution Providing for the Submission to the Electors of the Village of Burr Ridge, at the Consolidated Election to be Held on April 6, 2021, a Public Question as to Whether to Increase the Annual Compensation for the Village President/Mayor
- C. \* Approval of a Resolution Approving A Legal Services Agreement for Administrative Hearing Officer for the Village of Burr Ridge

## 8. CONSIDERATIONS

- A. Consideration of Plan Commission Recommendation to Approve a Special Use as per Section VIII.B. ff of the Zoning Ordinance for a Restaurant with Live Entertainment and Sales of Alcoholic Beverages; a Special Use to Permit an Outdoor Dining Area at a Restaurant; and a Variation from Section XI.C.13 of the Zoning Ordinance to Permit a Restaurant Without the Required Number of Parking Spaces at the Subject Property, all in the B-1 Business District (Z-15-2020: 212 Burr Ridge Parkway - Halleran)
- B. Continued Discussion of Business Incentive Programs
- C. \* Approval of HOA Surveillance Camera Software Upgrade
- D. \* Approval of Plan Commission Recommendation to Approve a Special Use for a Medical Office in the T-1 Transitional District (Z-12-2020: 7512 County Line Road – Giadla)
- E. \* Approval of 2021 Village Board Meeting Schedule
- F. \* Approval of Vendor List Dated December 14, 2020, in the Amount of \$551,447.50 for all Funds, plus \$445,029.99 for Two Payroll Periods Ending November 14, 2020 and November 28, 2020, for a Grand Total of \$996,477.49, Which Includes Special

Expenditures of \$36,569.02 to Schroeder Asphalt Services for Sidewalk and Pathway Maintenance; and \$43,583.46 to RJN Goup, Inc. for the MWRD Program

**9. PUBLIC COMMENTS**

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

**11. CLOSED SESSION**

- A.** The Appointment, Employment, Compensation, or Performance of Specific Employees of the Public Body (5 ILCS 120/2(c)(1))

**12. ADJOURNMENT**



**TO:** Mayor and Board of Trustees  
**FROM:** Village Administrator Evan Walter and Staff  
**SUBJECT:** Regular Meeting of December 14, 2020  
**DATE:** December 10, 2020

3. A. **2020 Tax Levy**

6. **ORDINANCES**

A. **Tax Levy for Fiscal Year 2020-2021**

Enclosed is a Tax Levy Ordinance approving the 2020 property tax levy. The total statutory authority for the 2020 Tax Levy is \$1,341,760, which represents a net dollar increase of \$79,661, or 6.31%, from 2019.

The Village of Burr Ridge, like all non-home-rule communities in Illinois, is subject to a State-imposed annual tax levy cap of 5% or the cost of living, whichever is lower, plus the new aggregate property tax value derived from new growth (annexation and new construction) in the previous year. The cost of living is based on the Consumer Price Index, which this year has been set at 2.3% by the United States Bureau of Labor Statistics. The Village has traditionally used a new growth value of 4%, thus arriving at the final value of a 6.3% increase.

While the available tax levy increase resulting from new growth will be determined by Township Assessors in the first quarter of 2021, the Tax Levy Ordinance must be adopted by the Village and filed with Cook and DuPage Counties no later than the last Tuesday of December, 2020. Thus, to comply with this deadline, municipalities have to “predict” the available levy increase for new growth. If the Village predicts lower than the actual amount available, the Village will be unable to receive additional revenue beyond the levy value that it sets. If the Village predicts higher than the actual amount available, the Assessors will lower our levy to match the actual available increase. Thus, to ensure the capture of all property tax revenue available under the tax cap, the Village always requests a higher amount than we anticipate receiving. The Village traditionally receives approximately 2% less than it predicts receiving.

The total levy is divided into three separate levy categories. The Police Pension Levy, which is the legally required employer contribution imposed by the State, is determined by independent actuarial valuation as of April 30, 2020. Once the pension requirement is established, the remaining dollars are allocated between the Corporate Levy (60%) and the Police Protection Levy (40%). The Corporate Levy and the Police Protection Levy represent approximately 5.8% of the total General Fund Revenues and are used to fund

expenses found in the General Fund. The 2020 proposed Tax Levy is summarized as follows:

**TABLE 1**

	<b>Actual Extended 2019</b>	<b>Proposed Extended 2020</b>	<b>Dollar Change</b>	<b>% Change</b>
Corporate	\$302,378	\$258,872	(\$43,506)	-14.39%
Police Protection	\$200,788	\$172,582	(\$28,206)	-14.05%
Police Pension	\$758,933	\$910,306	\$151,373	19.95%
<b>Total</b>	<b>\$1,262,099</b>	<b>\$1,341,760</b>	<b>\$79,661</b>	<b>6.31%</b>
<b>General Fund Impact – (\$71,712)</b>				

Mayor Grasso also requested that staff provide scenarios for a 4.50% and 4.99% (net dollar) property tax levy increase, provided below.

**TABLE 2**

	<b>Actual Extended 2019</b>	<b>Proposed Extended 2020</b>	<b>Dollar Change</b>	<b>% Change</b>
Corporate	\$302,378	\$245,148	(\$57,230)	-18.93%
Police Protection	\$200,788	\$163,432	(\$37,356)	-18.60%
Police Pension	\$758,933	\$910,306	\$151,373	19.95%
<b>Total</b>	<b>\$1,262,099</b>	<b>\$1,318,886</b>	<b>\$56,787</b>	<b>4.50%</b>
<b>General Fund Impact – (\$94,586)</b>				

**TABLE 3**

	<b>Actual Extended 2019</b>	<b>Proposed Extended 2020</b>	<b>Dollar Change</b>	<b>% Change</b>
Corporate	\$302,378	\$248,867	(\$53,511)	-17.70%
Police Protection	\$200,788	\$165,911	(\$34,877)	-17.37%
Police Pension	\$758,933	\$910,306	\$151,373	19.95%
<b>Total</b>	<b>\$1,262,099</b>	<b>\$1,325,084</b>	<b>\$62,985</b>	<b>4.99%</b>
<b>General Fund Impact – (\$88,388)</b>				

The Village, through its public notice, has established statutory authority to request up to \$1,341,760. Approval of the Tax Levy Ordinance at any value would continue the trend of the Village representing less than 2% of a local property tax bill.

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

**B. Authorize Destruction of Village Property**

Please find attached an ordinance authorizing the destruction of ballistic vest panels and soft trauma plates previously used by the Police Department. Ballistic vest panels expire five years after issuance; expired panels and plates have no further value and are destroyed to prevent misuse. The panels will be sent to Fiber Brokers International, where they are processed in a recycling facility and returned to the market in non-ballistic related products such as gloves, brake pads, boat ropes, and tire treads. Fiber Brokers provides a certificate of destruction when the process is complete. There is no charge for this service.

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

**7. RESOLUTIONS**

**A. Censure Trustee Mottl for the Sixth Time**

As requested by the Mayor and Trustees, attached is a Resolution censuring Trustee Mottl for his behavior at the November 9, 2020 Village Board meeting.

**B. Referendum Question Whether to Increase Compensation for Village President/Mayor**

As directed by the Board of Trustees on November 9, attached is a Resolution placing a non-binding referendum question regarding a proposed increase for the Village President/Mayor on the April 6, 2021 ballot. The Resolution was prepared by Village Attorney Mike Durkin. The referendum question to be placed on the ballot is as follows:

<b>Shall the annual compensation for the Village President/Mayor of the Village of Burr Ridge be increased from \$6,000 to \$12,000?</b>	<b>YES</b>
	<b>NO</b>

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

**C. Appointment of Judge Denise Filan as Adjudication Hearing Officer**

At its November 23 meeting, the Board approved the appointment of Judge Denise Filan at the Village's Adjudication Hearing Officer. Attached is a one-year contract with Judge Filan, which appoints her to the position for an initial one-year term expiring December 31, 2021 at a flat rate of \$225/hour.

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

## 8. CONSIDERATIONS

### A. Special Use and Variations for Restaurant at 212 Burr Ridge Parkway

Please find attached a letter from the Plan Commission recommending approval of a request by Gene Halleran for a special use to permit a restaurant with live entertainment and sales of alcoholic beverages, a special use to permit an outdoor dining area at a restaurant, and a variation from the Zoning Ordinance to permit a restaurant without the required number of parking spaces at the subject property, all in the B-1 Business District.

The petition seeks approval to open a restaurant in County Line Square that would feature live entertainment events. A floor plan was provided (see attached) and the petitioner committed to a parking management plan that includes valet parking for customers.

The Plan Commission had no issues with the land use finding that it is appropriate for this location and this shopping center. The primary concern was whether sufficient parking was available. After reviewing the parking management plan and receiving a commitment from the petitioner to provide valet parking, the Commission was satisfied that parking would be sufficient. Commissioners also noted the table provided by staff that shows the total required parking based on the hours of operation for each business. This table indicates that based on the varying hours of operation for businesses; there are always sufficient parking spaces to comply with the Zoning Ordinance.

**It is our recommendation:** that the Board direct staff to prepare Ordinances approving the special use request and the parking variation as recommended by the Plan Commission.

### B. Business Incentive Programs

On November 9, the Board received an initial recommendation from the Economic Development Committee (EDC) to establish a business purchasing incentive program to incentivize. The goal of this program is to help local businesses revenue streams by encouraging purchases. The Board requested that the EDC re-consider the program to ensure that it achieved specific goals, which included:

- Participating businesses must be sales and/or service tax paying.
- Purchases to be incentivized should be focused on singular purchases like meals and merchandise rather than routine such a groceries.
- Any rebates provided must be limited to being spent inside the Village as much as possible.
- The program must be administratively simple for business, customer, and Village staff while maintaining minimal contact.
- The program should run during the time of greatest economic need.

The EDC has since reconsidered the Board's direction at their December 2 meeting and provided two programming opportunities for further consideration.

The first is a store-originated discount. Each store would create an internal code applied at the point of sale that would give the customer a \$20 rebate on purchases over \$100, limit one per visit. The business would total all rebates and apply for Village reimbursement in the total amount rebated. This method provides an omnichannel approach to applying the discount for the customer and business as it could be entered in person or online if the business chose to make such a code available. With giving rebates to businesses only, this minimizes staff work as their financial information will already be on file with the Village, and there are a small number of businesses compared to the number of possible customer. Another advantage is that a code is easy to market digitally and in paper compared to a physical item.

The second is a gift certificate type program where an amount of "Burr Ridge Bucks" would be available for purchase in physical form i.e. printed certificate to be used at participating businesses. These gift certificates would be printed and maintained at Village Hall in increments of \$5. Burr Ridge Bucks would only be valid to be used when total purchase is at least twice the amount. For instance, a minimum of \$10 would be required to use \$5 of Burr Ridge Bucks. The advantage to this type of program would be a dedicated fund of money to pay the businesses back as well as creating of a pseudo-Burr Ridge gift certificate. However, there would be additional administrative burden in creating the certificates as well as interacting with the public for their sale.

Both of the facets of the program would require an opt-in from a business. This would allow them to make the value judgement if the program is worth participating in as well as determining how to administer it on their end. While this may shrink the pool of available businesses, this allows for ease of administration for the Village as well. In either programming opportunity, the store would be required to provide receipting proof of the purchases made to ensure that all rebates qualified as eligible for reimbursement.

Program marketing would occur via a combined effort between the local participating businesses and Village staff. Village staff responsibilities would be to engage with local businesses and get them to participate, create a marketing kit with flyers, posters, and information for both business use and public consumption, and pushing the effort through our current communication tools. The businesses would then use their own marketing strategies and tools to disseminate information.

Aside from the money used to pay for rebates, the cost of the program would otherwise be limited to creating physical gift certificates and marketing materials. To ensure that costs and energies were maintained, the EDC recommended that the program run from January 3, 2021 through February 8, 2021 (approximately five initial weeks) to allow for re-consideration of the



program depending on ongoing user interest. Staff outreach to businesses indicated that the greatest time of need would be the post-Christmas shopping season, thus why the EDC recommended the program be held until after Christmas Day.

**It is our recommendation:** That the Board provide direction on the business incentive program.

**C. Integration of HOA Surveillance Cameras into the Flock Safety “Wing” Program**

The Burr Ridge Police Department has had mobile license plate recognition (LPR) cameras installed on two squad vehicles since 2016; however, staff has been researching fixed position LPR cameras in an effort to expand the technology’s reach. Fixed positions LPR cameras provide for such technology to be placed at strategic locations in the Village and provide coverage that is not possible with mobile units. Until recently, fixed position LPR cameras presented logistical and cost challenges that kept them out of reach of many municipalities.

While researching fixed LPR systems, staff has become aware of a proprietary solution that will interface with the cameras currently installed in our HOA subdivision camera program. Flock Safety, of Atlanta, Georgia, has created the “Wing” program, is a software solution, which turn existing IP security cameras into LPR systems to provide real-time alerts as well as a searchable database for patrol officers and investigators. Staff believe implementing the Wing system into the subdivision cameras will provide an immediate technology infrastructure that would otherwise require significant infrastructure investment over an extended period of time.

Staff identified 42 of the existing 82 HOA subdivision cameras that will become LPR-enabled with the Wing software. The cost to interface into the Wing program is \$39 per camera, per month; this is an introductory program discount if an agreement is signed prior to January 1, 2021. The interface cost per camera for new subscribers would be \$89 per camera, per month, if no agreement were made prior to January 1, 2021. The discount savings is \$25,200 annually. The Village has the option to lock-in the discounted per camera rate for one or two years.

In summary, staff is recommending that the Village enter into a two-year agreement with Flock Safety at a cost of \$20,656 (to cover the first-year costs through calendar year 2021) for the integration of 42 subdivision cameras into the Flock Safety “Wing” program. A copy of the proposed agreement is attached for review. This item is not in the 2020-21 FY Budget; however, there will be no significant impact to other services in the IT Fund. Future budgetary need to continue this program will be incorporated into future budget requests. Staff is working on a separate proposal for fixed position LPR cameras for the 2021-22 budget.

**It is our recommendation:** That the Board approve entering into the agreement with Flock Safety.

**D. Special Use for Medical Office at 7512 County Line Road**

Please find attached a letter from the Plan Commission recommending approval of a request by Peter Giadla for a special use approval to permit a medical office in an existing building (7512 County Line Road) in the T-1 Transitional District.

The petition initially requested a text amendment to allow smaller medical offices to be reclassified as permitted uses. Due to parking, traffic, and other concerns, the Plan Commission found that the text amendment reclassifying medical offices as a permitted use was not appropriate in the T-1 District. The petitioner thus withdrew the text amendment.

In regards to the special use approval for a medical office at 7512 County Line Road, the Plan Commission determined that this special use satisfies the findings of fact. There was concern regarding the rear yard buffer and drainage, and the petitioner agreed to work with staff and the neighbors to improve this part of the property. After the Plan Commission hearing, the petitioner met on site with staff and with the neighbors and developed a final plan for the rear yard buffer area (see attached).

**It is our recommendation:**

that the Board direct staff to prepare an Ordinance approving the special use request as recommended by the Plan Commission.

**E. 2021 Village Board Meeting Schedule**

Attached is the Village Board meeting schedule for the 2021 calendar year. The schedule includes meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month except for December where the second meeting is not scheduled. As directed by the Board, staff will monitor agendas and cancel meetings as may be appropriate.

**It is our recommendation:**

That the Board approve the schedule.

**F. Vendor List of December 14, 2020**

Attached is the vendor list dated December 14, 2020, in the amount of \$551,447.50 for all funds, plus \$445,029.99 for two payroll periods ending November 14 and November 28, 2020, for a grand total of \$996,477.49, which includes special expenditures of \$36,569.02 to Shroeder Asphalt Services for sidewalk and pathway maintenance; and \$43,583.46 to RJN Group, Inc. for the MWRD program.

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

**9. PUBLIC COMMENTS**

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

**November 23, 2020**

**CALL TO ORDER** The Regular Meeting of the Mayor and Board of Trustees of November 23, 2020, was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:00 p.m. by Mayor Gary Grasso.

**PLEDGE OF ALLEGIANCE** Mayor Grasso led the Pledge of Allegiance.

Mayor Grasso read the following declaration.

“I hereby declare as Mayor of the Village of Burr Ridge that I have determined that an in person meeting is not practical nor 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: Trustees Franzese, Schiappa, Paveza, Snyder, and Mital via Zoom. Present in the Board Room was Mayor Grasso. Trustee Mottl was absent. He did not attend via Zoom as stipulated in the agenda nor did he attempt to call in to attend the Board meeting. Trustee Mottl gave no advance notice that he would miss the meeting nor has he explained his absence. This is the tenth board meeting he has missed since November 2018.

In addition, present in the Board Room were Interim Village Administrator Evan Walter, Deputy Police Chief Marc Loftus, Public Works Director David Preissig, and Village Attorney Mike Durkin.

**CONSENT AGENDA – OMNIBUS VOTE** After reading the Consent Agenda by Mayor Grasso, motion was made by Trustee Snyder and seconded by Trustee Schiappa that the Consent Agenda – Omnibus Vote (attached as Exhibit A) (Except 5B) and the recommendations indicated for each respective item be hereby approved. Any item removed from the Consent Agenda will be discussed by the Board, opened for public comment, and voted upon during this meeting.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes the motion carried.

**APPROVAL OF SPECIAL BOARD MEETING OF NOVEMBER 4, 2020** were approved for publication, under the Consent Agenda by Omnibus Vote.

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
November 23, 2020

**RECEIVE AND FILE STORMWATER COMMITTEE MEETING OF NOVEMBER 10, 2020** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**RECEIVE AND FILE PLAN COMMISSION MEETING OF NOVEMBER 16, 2020** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**APPROVAL OF RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR WATER TOWER REHABILITATION DESIGN SERVICES TO CRAWFORD, MURPHY, AND TILLY, INC. OF AURORA, ILLINOIS IN THE AMOUNT OF \$95,360** the Board, under the Consent Agenda by Omnibus Vote, Approved the Contract.

**APPROVAL OF RECOMMENDATION TO APPOINT JANINE FARRELL AS PLAN COMMISSION VICE CHAIRPERSON FOR A ONE-YEAR TERM EXPIRING ON DECEMBER 31, 2021** the Board, under the Consent Agenda by Omnibus Vote, Approved the Appointment.

**APPROVAL OF VENDOR LIST DATED NOVEMBER 23, 2020, IN THE AMOUNT OF \$497,572.55 FOR ALL FUNDS, PLUS \$187,175.61 FOR PAYROLL FOR THE PERIOD ENDING OCTOBER 31, 2020, FOR A GRAND TOTAL OF \$684,748.16, WHICH INCLUDES SPECIAL EXPENDITURES OF \$25,500 TO KRAMER TREE SPECIALISTS FOR BRUSH REMOVAL** the Board, under the Consent Agenda by Omnibus Vote, Approved the Vendor List.

**APPROVAL OF REGULAR BOARD MEETING OF NOVEMBER 9, 2020**

Resident Richard Morton wanted to comment on the minutes from the November 9 board meeting where Trustee Mottl was quoted saying something about Mr. Morton. Mr. Morton quoted the minutes and stated that he found Trustee Mottl's comment as appalling, offensive, juvenile, immature and outrageous behavior from a trustee. Mr. Morton added that Trustee Mottl's comment had no basis or foundation to it and it had damaged his reputation. He said he was now left to explain this to his family and neighbors. Mr. Morton added other comments Trustee Mottl has made to others and stated Trustee Mottl was misogynistic. Mr. Morton requested that Trustee Mottl resign.

Mayor Grasso stated that he was disgusted with Trustee Mottl's comment and that this was a new low for Trustee Mottl. Mayor Grasso apologized on behalf of the Village of Burr Ridge for Trustee Mottl's conduct. Mayor Grasso added that he wished there was more he could do for Mr. Morton and the residents of Burr Ridge and hoped this would end come the next election.

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

Mayor Grasso asked for any more comments.

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
November 23, 2020

Apologies were extended by all Trustees to Mr. Morton along with thanks for all the time and effort he has put in for attending the board meetings and his other community involvement.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes, the motion carried.

**CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 2 OF THE BURR RIDGE MUNICIPAL CODE TO ESTABLISH AN ADMINISTRATIVE ADJUDICATION PROGRAM RELATED TO CHARGES OF MUNICIPAL ORDINANCE VIOLATIONS**

Intern Village Administrator Evan Walter stated that these ordinances along with Item 8A are all related. Mr. Walter advised that staff was directed by the Board to prepare these ordinances at the September 28 meeting. These ordinances establish an administrative adjudication program, written with the assistance of the Village Attorney's office. Mr. Walter thanked Mr. Bastian of Storino, Ramello & Durkin for all of his assistance in creating the adjudication program.

Mr. Walter introduces Deputy Chief Marc Loftus who gave a brief overview of the three ordinances. Mr. Loftus advised that once these ordinances are approved, the village can start their administrative adjudication program as of December 1 with the first hearing to occur in January.

Mayor Grasso asked if there was any questions from the Trustees. There were none.

Mayor Grasso asked for any public comment. There was none.

Motion was made by Trustee Franzese and seconded by Trustee Mital.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes, the motion carried.

**THIS IS ORDINANCE A-781-05-20**

**CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 35, ENTITLED "MOTOR VEHICLES" BY ADDING THERETO SECTION 35-607 ENTITLED "SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES USED IN THE COMMISSION OF CERTAIN CRIMINAL OFFENSES" OF THE MUNICIPAL CODE OF THE VILLAGE OF BURR RIDGE**

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
November 23, 2020

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

Mayor Grasso asked if there was any questions from the Trustees. There were none.

Mayor Grasso asked if there was any public comment. There was none.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes, the motion carried.

**THIS IS ORDINANCE A-668-01-20**

**CONSIDERATION OF AN ORDINANCE AMENDING SELECT SECTIONS OF THE  
BURR RIDGE MUNICIPAL CODE OF ORDINANCES REGARDING PENALTIES**

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

Mayor Grasso asked if there were any comments from the Trustees.

Trustee Franzese stated he was glad to see the increase in the fines for parking in a handicap space. He hoped the increase would prevent more violations so that the people who deserve these spaces would be able to utilize them. Trustee Mital asked about the \$350 vehicle impoundment cost. Interim Village Administrator Evan Walter advised that the Village is legally permitted by State law to recoup any costs involved with impounding a vehicle used in the commission of a crime. He added that the state statute allows up to \$500 but staff wanted to be sure that the fee levied was appropriate and defensible. Village Attorney Mike Durkin added that municipalities must be able to demonstrate the amount of the fee if it were to be reviewed by a court. Mr. Durkin congratulated the staff for their thorough job in analyzing their costs to come up with this figure.

Mayor Grasso asked if there was any public comment. There was none.

On Roll Call, Vote Was:

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

NAYS : 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes, the motion carried.

**THESE ARE ORDINANCES A-227-01-20, A-668-02-20, A-250-02-20, A-274-04-20**

Mayor Grasso asked he could have a motion to consider item 8A under considerations next for continuity. Motion was made by Trustee Franzese and seconded by Trustee Snyder.

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
November 23, 2020

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

On Roll Call, Vote Was:

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

NAYS: 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes, the motion carried.

**CONSIDERATION OF RECOMMENDATION TO APPOINT JUDGE DENISE FILAN AS  
THE VILLAGE ADJUDICATION HEARING OFFICER**

Deputy Chief Marc Loftus reviewed Judge Filan’s qualifications. Judge Filan retired from the Fifth Municipal District of the Circuit Court of Cook County after 20 years of service where she worked in the several divisions including civil and criminal. She is the only one of the applicants who served as a circuit cook judge. Judge Filan was one of several persons who suggested to the village over the years that they should establish an administrative adjudication program.

Motion was made by Trustee Mital and seconded by Trustee Franzese.

Mayor Grasso asked if there was any comments or questions from the Trustees.

Trustee Franzese stated that Judge Filan would be an outstanding addition to our adjudication program with her vast experience and stellar reputation in the community. Trustee Franzese added that she would be a tremendous asset to our program.

Mayor Grasso asked for any public comments. There were none.

On Roll Call, Vote Was:

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

NAYS: 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes, the motion carried.

Interim Village Administrator Evan Walter wanted to recognize Record Clerk Tina Henderson for all the work she has put in toward getting this program started. Mr. Walter added that Ms. Henderson has led the process, including identifying the software provider and assisting Deputy Chief Lotus in finding candidates for the administrative hearing judge. Mr. Walter stated that he is looking forward to working with Ms. Henderson on implementing this program.



Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
November 23, 2020

**CONSIDERATION OF A RESOLUTION APPOINTING SUE SCHAUS AS ACTING VILLAGE CLERK**

Interim Village Administrator Evan Walter advised that since former Village Clerk Karen Thomas retired in May, there has only been a Deputy Village Clerk, being himself. Since the Board has the ability to appoint an Acting Village Clerk for the remaining term expiring on April 30, 2021, Mayor Grasso has decided to nominate Sue Schaus to fill the position.

Mayor Grasso added that Ms. Schaus has been a long term resident of Burr Ridge along with her family. Mayor Grasso believes Ms. Schaus will make an excellent Acting Village Clerk.

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

Mayor Grasso asked if there were any comments from the Trustees. There were none.

Mayor Grasso asked for any public comments. There were none.

On Roll Call, Vote Was:

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

NAYS: 0 – None

ABSENT: 1 – Trustee Mottl

There being five affirmative votes, the motion carried.

**THIS IS RESOLUTION R-40-20**

**PUBLIC COMMENTS**

Mayor Grasso asked if there were any public comments. There were none.

**REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS**

Trustee Snyder asked the board to consider adding another censure of Trustee Mottl for the comments he made about an outstanding resident at the November 9 meeting. Mayor Grasso added that although he was not at the November 9 meeting, on reviewing the minutes, he did read that Trustee Mottl also violated closed session protocol by disclosing sensitive information at a public meeting. Mayor Grasso believed that would also be a violation of our code of conduct and advised that he would have staff write up a sixth censure of Trustee Mottl. Trustee Franzese stated that he was also in support of another censure of Trustee Mottl, as they cannot allow this type of behavior to continue toward other members of the Board, staff, and public in general. Trustee Mital agreed with the other trustees stating that when you take an oath to protect the best interests of the residents, it is a violation of that trust when you reveal facts from close session meetings. Mayor Grasso added that since Burr Ridge is a

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
November 23, 2020

non-home rule village, the Board has no power to bar Trustee Mottl or remove him. He feels that the village needs to stand up to Trustee Mottl for all the things he is doing to harm the village.

Mayor Grasso announced that the Village Hall would be closed thru December 6 to promote the health and safety of staff and residents. Staff is working remotely and is available by phone and email to conduct village business. Deliveries and permit documents can be left in the vestibule of the Village Hall and permit and utility payments can be left in the drop box on the outside of the building by the main entrance.

Mayor Grasso wished everyone a Happy Thanksgiving. Mayor Grasso asked that everyone take a moment to be thankful for the love of our family and friends, our nation, village and all that we cherish. In closing, he asked everyone to take care of their health and those around them.

Motion was made by Trustee Snyder and seconded by Trustee Franzese that the Regular Meeting of November 23, 2020 be adjourned.

On Roll Call, Vote Was:

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

NAYS: 0 – None

ABSENT: 1 – Trustee Mottl

The Motion was approved and the meeting was adjourned at 7:44 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.

---

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**  
**December 2, 2020**

**CALL TO ORDER:**

Mayor Gary Grasso called the meeting to order at 5:09 p.m.

**ROLL CALL:**

**Present:** Mayor Gary Grasso, Trustee Tony Schiappa, Ramzi Hassan, Paul Stettin, Mark Stangle, Bhagwan Sharma and Sam Odeh

**Absent:** Kirsten Jepsen, Michael Simmons, Leslie Bowman, and Debbie Hamilton

**Also Present:** Interim Village Administrator Evan Walter, Communications & Public Relations Coordinator Janet Kowal, Management Analyst Andrez Beltran

**MINUTES:**

A **MOTION** was made by Mr. Sharma to approve the Minutes from the October 7, 2020 meeting. The **MOTION** was seconded by Mr. Hassan and approved by a vote of 7-0.

Mayor Grasso stated that due to the ongoing health emergency and in conjunction with current regulations from the Governor's Executive Order, the Economic Development Committee was meeting virtually.

**CONSIDERATION OF BUSINESS INCENTIVE PURCHASING PROGRAM**

Mayor Grasso stated that the Village Board was overall supportive of a program to help encourage purchases at local businesses and liked the idea of a rebate program. However, the main concern was trying to find a way to recirculate the funds rebated into the Village. The previous method of visa gift cards would not do this. In addition, with the pandemic having customers physically come into the Village would not work. He wanted to brainstorm with the Committee ways to recirculate the money while also make it administratively light on the Village and minimize the need for walk-ins.

Mr. Hassan stated that having a program like this to carry through the winter would be a good idea as post-Christmas to Valentine's Day is a slow period. Mr. Stangle stated that the program works well with hotels as they pre-buy them and include them in packages. Mayor Grasso added that he liked that idea of having like a gift certificate that could be purchased upfront. Mr. Walter stated that would be different from the idea of the proposed rebate, but could be another avenue for the program. Mr. Hassan stated that it could act like a unified Burr Ridge gift card.

After some discussion, the Committee liked the idea of having a discount/coupon code where the businesses would provide documentation of eligible purchases over \$100 and use of the discount to the Village, which would then reimburse them. Additionally, having a gift certificate type program that could be purchased and redeemed at Village businesses would be make the program better.

Mayor Grasso stated he liked the ideas, but asked how it would be marketed. Mr. Stangle stated the hotels could market it as part of their packages. Mr. Hassan stated that his team would as well, and it would really be up to the participating businesses to help. Ms. Kowal stated that she could push the information out in conjunction with the businesses to the various contact lists and social

media accounts the Village uses. Mr. Stettin suggested using some of the Village digital signs to help promote.

Mayor Grasso stated that he heard a consensus on how to answer the Village Board's questions, and would take it to them at the December 14, 2020 meeting.

### **OTHER CONSIDERATIONS**

Mr. Beltran gave an update on Business Licenses. There was 117 active business licenses with around 20 exempt businesses registered. Mayor Grasso asked what made a business exempt. Mr. Beltran stated that any business licensed by the State of Illinois or that did not pay taxes, like non-profits, were exempt from being licensed as Burr Ridge is a non-home rule community.

### **PUBLIC COMMENT**

There were no public comments.

### **ADJOURNMENT**

Trustee Schiappa made the **MOTION** to adjourn the meeting to January 6, 2021 at 5:00pm, **SECONDED** by Mr. Hassan. **APPROVED 7-0**. The meeting was adjourned at 5:53 pm.

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

**PLAN COMMISSION/ZONING BOARD OF APPEALS**  
**VILLAGE OF BURR RIDGE**  
**MINUTES FOR REGULAR MEETING OF DECEMBER 7, 2020**

**I. ROLL CALL**

The Regular Meeting of the Plan Commission/Zoning Board of Appeals was called to order at 7:00 p.m. at the Burr Ridge Village Hall, 7660 County Line Road, Burr Ridge, Illinois by Chairman Trzupek.

Chairman Trzupek read aloud the following statement:

“As Chairman of the Village of Burr Ridge Plan Commission and Zoning Board of Appeals, I am advising you in your capacity as Deputy Village Clerk that I hereby declare that conducting an in-person meeting of the Burr Ridge Plan Commission/Zoning Board of Appeals on November 16, 2020 is neither practical nor prudent due to Governor Pritzker’s May 29, 2020 Declaration of a State of Emergency caused by the COVID-19 pandemic.”

**ROLL CALL** was noted as follows:

**PRESENT:** 8 – Broline, Petrich, Hoch, Irwin, Stratis, Farrell, Parella, and Trzupek

**ABSENT:** 0 – None

(Commissioner Parella did not respond to Roll Call but later indicated she was present but having trouble unmuting her computer)

Village Planner Doug Pollock was also present.

**II. APPROVAL OF PRIOR MEETING MINUTES**

Chairman Trzupek noted that the minutes incorrectly noted that Commissioner Parella was absent and that she was also in attendance. Mr. Pollock said that she was present at the meeting and the minutes would be changed accordingly.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Petrich to approve the minutes of the November 16, 2020 Plan Commission meeting subject to the change noted herein.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Hoch, Petrich, Irwin, Farrell, Broline, Stratis and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

### III. PUBLIC HEARINGS

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

#### **Z-14-2020: 7508 County Line Road (Guidepost); Special Use, Text Amendment, Variations, and Findings of Fact**

Chairman Trzupek asked for a summary of the petition. Mr. Pollock said that the public hearing for this petition was continued from November 16 to allow the petitioner to revise the site plan in response to feedback at the November 16 hearing. Mr. Pollock summarized the changes as follows:

- The building addition was reduced from 4,046 square feet to 2,639 square feet; thus reducing the Floor Area Ratio (FAR) from 0.27 to 0.22. As a result, the petitioner has withdrawn their request for an FAR variation. The maximum permitted FAR is 0.24.
- The front playground area has been removed and the rear playground area made larger. The petitioner has also designated the front yard as a snow disposal area.
- The number of parking spaces has been increased from 16 to 22; a total of 16 spaces are required). The parking plan has also been revised to provide perimeter curbing and to otherwise comply with the parking lot design criteria.
- The trash dumpster has been relocated to rear wall of building; thus, eliminating a variation request.
- Circulation has been modified to direct traffic to enter via the south driveway and exit the north driveway. This provides additional stacking for vehicles on private property. The existing front yard turnaround driveway has been preserved providing a secondary drop off area.

Chairman Trzupek asked the petitioner to present their petition.

Mr. Zubin Kammula, Attorney for the petitioner, stated that he has read the staff report and understands the recommendation for a minimum 3 foot side yard landscaping strip. He said that they have looked at that recommendation but are unable to provide due to the need to maintain the size of the play area in compliance with licensing standards.

Chairman Trzupek asked for public comments.

Mark Thoma, 7515 Drew Avenue, asked about the floor area ratio and whether they had to comply with the 0.2 FAR required by the County Line Road Overlay District. In response, Mr. Pollock said that the property is not considered to be within the Overlay District and that the Overlay

District regulations have not been applied to the T1 District. He noted that the properties in this T1 District have County Line Road addresses but are actually on South Frontage Road.

Mr. Toma said that he is still concerned with traffic, does not like the 1-foot buffer on the north and south sides, that there is not enough parking, that drainage is a big concern, and that even though it is not required he would like to see some stormwater storage provided. In response to a question from Mr. Toma, Mr. Pollock confirmed that the property would have to comply with the Village's lighting standards.

Ms. Alice Krampits, 7515 Drew Avenue, questioned how the front drop off area is used and whether it would cause a bottleneck. She said that the garbage collection would conflict with the traffic flow, that the perimeter buffers are too small, and that she is concerned there will still be problems with snow removal and storage.

Chairman Trzupek asked the petitioner why there are two drop off areas. In response, Mr. Elan Walsh, an employee of Guidepost A, LLC, said that the front drop off area already exists and that it will be used as a backup drop off area. Mr. Walsh went on to describe how the primary drop off works on the north side of the building and showed a video from another location that indicates each drop off lasts about 21 seconds. He added that the drop offs are staggered to lessen traffic volume and that pick-ups occur throughout the afternoon. He also said that the petitioner would install a perimeter fence if requested.

Chairman Trzupek asked for comments and questions from the Commissioners.

Commissioner Stratis said that the revised plan is much better, but the development still appears to be too big for the property. He said that he thinks the text amendment is not needed and that the use should be classified as child care which is already a special use in the T-1 District.

Commissioner Stratis asked if there is one or two stairs to the basement and if the building is sprinkled. Mr. Kammula said that one of the two stairs to the basement is to be removed and that the building does not currently have a sprinkler system but one would be added.

Commissioner Stratis said that the plan is better, but he believes it still has too much lot coverage. He added that he would not support requiring extra stormwater detention if it is not required by code. He said he does not want to see the Plan Commission involve itself with stormwater engineering.

Commissioner Farrell said she concurs that there is no need for a text amendment. She said that she would like to see a more detailed landscaping plan including more details regarding the play area. She said that updated findings of fact are also needed to reflect the revised variation requests.

Commissioner Petrich agreed that a text amendment is not needed and that the development is too much for this property. He said he would like to see something done to provide improved stormwater management.

Commissioner Broline said that other Commissioners addressed his questions and issues and that he agrees with the need for more details regarding landscaping and stormwater.

Commissioner Parella said that she has been in the meeting but was muted during roll call. She said that she agrees with the concerns of others and especially the concern about access to and from the basement.

Commissioner Irwin agreed that more detail is needed for landscaping and play areas and that revised findings of fact are needed. He said he agrees that no text amendment is needed.

Commissioner Hoch said she was concerned about the number of cars shown on the site plan. Mr. Walsh responded that there would never be that many cars, and the site plan is only to show the total number of cars that could be accommodated. She said that it still seems like traffic may be too much given that they have up to 120 children. She also asked about how often the play area would be used, and Mr. Walsh responded that there would be a maximum of 40 children at a time with three different shifts of children. He also described details of the play area.

Commissioner Hoch concluded that she wants to see more details and that she prefers an open fence for the play area. She said she is less concerned with stacking of vehicles but remains concerned that this use may not be appropriate at this location.

Chairman Trzupek also questioned the egress from the basement. He said he understands the need for the variations but questions the hardship for the reduced setback for the new building and the side-landscaping yard. He said that the amount of development for this site may be too much.

Commissioner Stratis added that he is concerned that the 17-foot drive aisle for the parking may be too small and that there does not appear to be a hardship for the variations. Mr. Pollock responded that the 17-foot drive aisle complies with the parking requirements for angled parking.

Commissioner Irwin questioned the side yard landscaping requirement. Mr. Pollock clarified that the code requires an 8 foot wide separation between the curb and the property line. Mr. Pollock apologized for not providing more information about this requirement in the staff report. Commissioner Irwin noted that the findings of fact do not address this variation and that he questions whether a hardship exists to justify the variation.

Commissioner Stratis agreed that there does not appear to be hardship for the side yard landscaping setback. He said that with the substantial addition to the property, any non-conforming status would be forfeited. Chairman Trzupek added that his interpretation would be that the existing building remains legal non-conforming but that new construction beyond the existing building should be subject to current standards.

Chairman Trzupek asked the petitioner if they want to continue the hearing or if they would like the Commission to proceed with a vote.



Mr. Kammula said that he appreciates the additional opportunity to reconsider the plan and that they would like a continuance to the December 21, 2020 meeting.

A **MOTION** was made by Commissioner Farrell and **SECONDED** by Commissioner Irwin to continue this public hearing to December 21, 2020.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Farrell, Irwin, Broline, Stratis, Petrich, Hoch, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

**Z-15-2020: 212 Burr Ridge Parkway (Halleran): Special Use, Variation, and Findings of Fact**

Chairman Trzupek asked for a summary of the petition. Mr. Pollock said that the public hearing for this petition was opened at the November 16, 2020 Plan Commission meeting and continued to December 7, 2020 to allow the petitioner to provide more information. He said that the petitioner provided a revised floor plan and a parking management plan and that staff updated the parking table showing existing and required parking. Mr. Pollock said that staff has also provided a table listing all of the businesses in County Line Square, their hours of operation, and their parking requirement during those hours of operation. He said that this table shows that based on the hours of operation, there is always sufficient parking in compliance with the Zoning Ordinance. Mr. Pollock clarified that the Zoning Ordinance does not allow this type of accommodation for hours of operation but that the table was provided to inform the Plan Commission's knowledge of the actual parking situation at the shopping center.

Chairman Trzupek asked how many parking spaces were on each side of the shopping center. Mr. Pollock said he did not know that number but could provide that information in the future.

Chairman Trzupek asked the petitioner for comments.

Mr. Scott Magnusson said he is one of the investors/owners of the proposed business. He said that the table with the hours of operation shows that there is sufficient parking on the west side of the property and that during the peak hours for the proposed restaurants, which is approximately 7 to 9 pm, there is plenty of parking in the shopping center.

Mr. Tyler Metcalf said he is also a part owner. Mr. Metcalf further discussed the available parking and that sufficient parking is available during peak times for the restaurant. He said that he would like the Commission to forego the condition that there be two valet attendants on Thursdays, Fridays, and Saturdays. He said that with this being a new business that may not always be necessary and he assured the Commission that sufficient attendants would be provided to accommodate demand.

There being no response to his request for public comment, Chairman Trzupek asked for questions and comments from the Plan Commission.

Commissioner Hoch asked if the Chase Bank property was included in the parking calculations. Mr. Pollock said the Chase lot was owned separately so staff did not include that in the parking calculation. He estimated there were 44 parking spaces on the Chase lot.

Commissioner Hoch asked if the restaurant would have any daytime hours. Mr. Magnusson said that they would be open during the daytime but that business would be small.

Commissioner Hoch suggested that maybe less than 4 spaces were necessary for the staging of valet parking and asked for further clarification regarding valet staging. Mr. Magnussen said that valet staging would occur in the first row of parking spaces next to the express pick up spaces for Dao Restaurant.

Commissioner Hoch concluded that there might be parking congestion at times but that overall she believes there is sufficient parking within the shopping center.

Commissioner Irwin said he agrees and that he believes with the parking management plan, there will be sufficient available parking. He said he favors approving the parking variation.

Commissioner Parella said that the valet parking should resolve any parking issues.

Commissioner Broline said the parking by hours table was very helpful and that he favors approving this petition.

Commissioner Petrich said that the idea of this restaurant with entertainment is great but he wanted more clarification regarding the business plan. Mr. Magnussen said that the primary entertainment evenings would be Thursdays, Fridays, and Saturdays. He said that there would be entertainment such as karaoke on Tuesdays and Wednesdays but those events tend not to draw large crowds. He said that the entertainment on weekends would likely start at 8 pm or later.

Commissioner Petrich said that during the early evening hours, perhaps before 8 pm, that the valet parking should be moved further west beyond the first 2 double rows of parking. He said that Brookhaven is still open during that time and he does not want the valet parking to interfere with Brookhaven parking.

Commissioner Farrell agreed that requiring 2 valet attendants is not appropriate and that should be left to the business owner.

Commissioner Stratis said that he agreed with one valet on Thursdays but believes two should be provided on Fridays and Saturdays. He said the table with the hours of operation helped alleviate his fears about parking but that he is still frustrated that the property owner has not done more to address parking. He suggested that the shopping center owner should provide a single valet service for all of the restaurants.

Chairman Trzupek asked the petitioner if they had read the conditions recommended by staff and if they accept those conditions. Mr. Magnussen said that they have read them and agree with those conditions.

There being no further questions or comments, Chairman Trzupek asked for a motion to close the hearing.

A **MOTION** was made by Commissioner Irwin and **SECONDED** by Commissioner Hoch to close the public hearing for Z-15-2020.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Irwin, Hoch, Petrich, Broline, Stratis, Farrell, and Trzupek  
**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

A **MOTION** was made by Commissioner Irwin and **SECONDED** by Commissioner Petrich to recommend that the Board of Trustees approve Z-15-2020 subject to the following conditions:

1. The special use shall be limited to Gene Halleran and shall be null and void should Gene Halleran no longer have ownership interest in the restaurant consisting of approximately 4,200 square feet commonly known as 212 Burr Ridge Parkway.
2. Outdoor dining shall conform to the requirements of Section VII.A.5 of the Zoning Ordinance.
3. The enclosure of the outdoor dining area and design of outdoor furniture shall match the adjacent Dao Restaurant subject to staff review and approval.
4. Hours of operation for the restaurant and outdoor dining areas shall comply with Section VIII.A.11.c of the Zoning Ordinance.
5. The restaurant shall comply with the following parking management conditions:
  - a. All employees shall park in designated parking spaces behind the building or west of the shopping center main entryway.
  - b. Valet parking shall be provided each and every evening that the restaurant is open for business.
  - c. Four parking spaces shall be designated in the parking lot for staging of valet parking and under no circumstances shall the drive aisle/fire lane be used for valet parking or staging of valet parking.
  - d. All valet customer vehicles shall be parked west of the shopping center main entryway at all times and west of the first two double rows (four single rows) of parking spaces before 8 pm.

**ROLL CALL VOTE** was as follows:

**AYES:** 7 – Irwin, Petrich, Hoch, Broline, Stratis, Farrell, and Trzupek

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 7-0.

#### **IV. CORRESPONDENCE**

There were no comments regarding the Board Report.

#### **V. OTHER PETITIONS**

##### **Z-20-083 (Baridi): Review of Du Page County Conditional Use Request**

Mr. Pollock said that staff received notice last week from Du Page County regarding a public hearing for this property scheduled for December 10, 2020. The public hearing is to consider a request for conditional use for an automobile laundry, minimart, and drive through food service in conjunction with an automobile service station. The subject property is located on the west side of Route 83 south of 91st Street.

Mr. Pollock said that this property is not within the planning jurisdiction of the Village as defined by our Comprehensive Plan but that staff wanted to bring this to the attention of the Plan Commission as it may have impact on property within the Village on the east side of Route 83. He also said that he has been in contact with a representative of the property owner about potential for annexation into the Village.

Commissioner Farrell said she lives close to this property and asked if there would be a turn lane on Route 83 to accommodate the semi-trucks and trailers accessing this property.

Commissioner Stratis asked if lighting on the canopy would be recessed or shielded. He asked if there would be access to 91<sup>st</sup> Street and agreed that a proper turn lane is needed on Route 83.

Commissioner Broline said signage is a concern because these types of uses often want to have large and tall highway signs.

There being no other comments, Mr. Pollock said he would forward these comments to the County Zoning Board staff.

##### **PC-08-2020: Approval of Revised 2021 Plan Commission Calendar**

Mr. Pollock said that the calendar previously reviewed and approved by the Commission had some incorrect dates. He said a revised calendar was provided with the agenda packet.

A **MOTION** was made by Commissioner Hoch and **SECONDED** by Commissioner Farrell to approve the revised calendar for 2021. The **MOTION** was approved by a unanimous voice vote of the Commission.

## **VI. PUBLIC COMMENT**

Mr. Mark Toma said that if no stormwater detention is provided for the property at 7508 County Line Road that he requests there be no curb so that run off continues to go onto other properties rather than be directed only toward the back of the property.

## **VII. FUTURE MEETINGS**

Chairman Trzupek noted that Z-14-2020 was continued to December 21 so that there will be a meeting on that date.

## **VII. ADJOURNMENT**

A **MOTION** was made by Commissioner Broline and **SECONDED** by Commissioner Irwin to adjourn the meeting at 8:47 pm.

**ROLL CALL VOTE** was as follows:

**AYES:** 8 – Broline, Irwin, Hoch, Farrell, Stratis, Petrich, Parella, and Trzupek  
**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 8-0.

**Respectfully Submitted:**

\_\_\_\_\_  
Doug Pollock, Planner

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE  
PURPOSES FOR THE VILLAGE OF BURR RIDGE, DUPAGE AND  
COOK COUNTIES, ILLINOIS FOR THE FISCAL YEAR  
COMMENCING ON MAY 1, 2020 AND ENDING APRIL 30, 2021**

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

**SECTION 1:** The total amount of appropriations for all corporate purposes legally made to be collected from the tax levy for the current year is hereby ascertained to be the sum of One Million, Three Hundred Forty-One Thousand, Seven Hundred Sixty Dollars (\$1,341,760).

**SECTION 2:** The sum of One Million, Three Hundred Forty-One Thousand, Seven Hundred Sixty Dollars (\$1,341,760), being the total appropriations heretofore legally made which are to be collected from the tax levy for the current fiscal year of the Village of Burr Ridge, as appropriated for the current fiscal year by the annual appropriation ordinance of the Village of Burr Ridge for the fiscal year ending April 30, 2021 passed by the Mayor and Board of Trustees of the Village at the legally convened meeting of April 27, 2020, be, and the same is hereby levied upon all of the taxable property in the Village of Burr Ridge subject to taxation for the current year, the specific amounts as levied for the various funds hereto named being included by being placed in a separate column under the heading Amount To Be Derived By Tax Levy which appears over the same, the tax so levied being for the current fiscal year of said Village, and for the said appropriation to be collected from said tax levy, the total which has been ascertained and being as follows:

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
<b>General Fund</b>		
Boards & Commissions		
Personnel Services		
Salaries Part-Time	\$ 32,780	\$ 12,944
IMRF Contributions	1,040	0
FICA/Medicare Taxes	2,510	0
Due & Subscriptions	15,300	0
Training & Travel Expense	5,300	0
Total Personnel Services	56,930	12,944
Contractual Services		
Legal Services	120,000	25,887
Prosecution Services	29,000	0
Other Professional Services	7,300	0
Postage	3,270	0
Telephone	940	0
Printing	1,000	0
Total Contractual Services	161,510	25,887
Commodities		
Operating Supplies	1,000	0
Total Commodities	1,000	0
Other Expenditures		
Public/Employee Relations	11,300	0
Village Clerk	2,200	0
Fire & Police Comm	19,255	0
Economic Development Comm	11,400	0
Total Other Expenditures	44,155	0
Transfers		
Transfer to Info Tech Fund	0	0
Total Transfers	0	0
Total Boards & Commission	263,595	38,831
Administration		
Personnel Services		
Salaries Full-Time	405,390	90,605
Salaries Part-Time	68,880	0
Salaries Overtime	600	0
IMRF Contributions	55,170	0
FICA/Medicare Taxes	40,105	0
Health/Life Insurance	66,320	0
Dues & Subscriptions	1,810	0
Training & Travel Expense	9,150	0
Total Personnel Services	647,425	90,605
Contractual Services		
Other Professional Services	16,500	0
Postage	3,050	0
Telephone	8,620	0
Publishing	2,000	0
Printing	375	0
Maintenance-Vehicles	0	0
Building/Zoning Enforcement	120,700	0
Total Contractual Services	151,245	0

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
Commodities		
Office Supplies	300	0
Operating Supplies	6,250	0
Gasoline & Oil	150	0
Total Commodities	6,700	0
Capital Outlay		
Equipment	0	0
Total Capital Outlay	0	0
Transfers		
Transfer to Info Tech Fund	0	0
Total Transfers	0	0
Total Administration	805,370	90,605
Finance		
Personnel Services		
Salaries Full-Time	191,420	38,831
Salaries Part-Time	18,130	0
IMRF Contributions	22,625	0
FICA/Medicare Taxes	15,705	0
Health/Life Insurance	33,555	0
Dues & Subscriptions	1,645	0
Training & Travel Expense	1,880	0
Total Personnel Services	284,960	38,831
Contractual Services		
Postage	1,890	0
Telephone	2,325	0
Publishing	1,400	0
Printing	1,650	0
Auditing Services	31,100	0
Total Contractual Services	38,365	0
Commodities		
Office Supplies	500	0
Operating Supplies	500	0
Total Commodities	1,000	0
Transfers		
Transfer To Info Tech Fund	0	0
Total Transfers	0	0
Total Finance	324,325	38,831
Central Services		
Other Personnel Services	3,500	0
Total Personnel Services	3,500	0
Contractual Services		
Printing	4,000	0
Maintenance-Equipment	2,800	0
Insurance	20,000	12,944
Rentals	2,000	0
Total Contractual Services	28,800	12,944



Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
Commodities		
Office Supplies	2,200	0
Operating Supplies	5,100	0
Total Commodities	7,300	0
Other Expenditures		
Bank/Investment Fees	11,000	0
Total Other Expenditures	11,000	0
Transfers		
Transfer to Cap.Imprvmt. Fund	0	0
Transfer to Sidewalk/Pathway Fund	0	0
Transfer to Equipment Replacement Fund	0	0
Total Transfers	0	0
Total Central Services	50,600	12,944
Police		
Personnel Services		
Salaries Full-time	2,853,410	172,582
Salaries Overtime	226,000	0
IMRF Contributions	24,210	0
FICA/Medicare Taxes	234,640	0
Health/Life Insurance	514,560	0
Pension Contribution	778,095	0
Uniform Allowance	29,375	0
Dues & Subscriptions	4,700	0
Employment Recruitment	2,000	0
Training & Travel Expense	14,355	0
Tuition Reimbursement	4,000	0
Total Personnel Services	4,685,345	172,582
Contractual Services		
Other Professional Services	44,890	0
Postage	1,840	0
Telephone	21,850	0
Printing	2,550	0
Dispatching	332,525	0
Maintenance-Equipment	24,480	0
Maintenance-Vehicles	31,200	0
Other Contractual Services	5,355	0
Total Contractual Services	464,690	0
Commodities		
Office Supplies	1,000	0
Operating Supplies	27,610	0
Gasoline & Oil	45,790	0
Total Commodities	74,400	0
Capital Outlay		
Equipment	10,500	0
Vehicles	0	0
Total Capital Outlay	10,500	0
Transfers		
Transfer To Info Tech Fund	0	0
Total Transfers	0	0
Total Police	5,234,935	172,582

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
Public Works		
Personnel Services		
Salaries Full-Time	513,835	77,662
Salaries Part-Time	33,795	0
Salaries Overtime	42,500	0
IMRF Contributions	65,995	0
FICA/Medicare Taxes	45,980	0
Health/Life Insurance	90,645	0
Uniform Allowance	8,150	0
Dues & Subscriptions	1,690	0
Employee Recruitment Expense	1,000	0
Training & Travel Expense	7,565	0
Total Personnel Services	811,155	77,662
Contractual Services		
Postage	700	0
Telephone	15,080	0
Printing	300	0
Maintenance-Equipment	12,600	0
Maintenance-Vehicles	40,700	0
Maintenance-Streets	53,000	0
Maintenance-Lighting	32,600	0
Maintenance-Signals	12,860	0
Maintenance-Trees	72,750	0
Street Lighting-Electric	30,000	0
Garbage Hauling	17,000	0
Rentals	9,700	0
Other Contractual Services	88,105	0
Reimbursable Contractor Srvc	8,000	0
Maintenance-EAB	41,635	0
Total Contractual Services	435,030	0
Commodities		
Office Supplies	700	0
Operating Supplies	5,600	0
Gasoline & Oil	34,535	0
Supplies-Equipment	12,000	0
Supplies-Vehicles	15,000	0
Supplies-Streets	18,300	0
Supplies-Trees	19,000	0
Small Tools	1,500	0
Salts & Chemicals	130,790	0
Total Commodities	237,425	0
Capital Outlay		
Equipment	12,200	0
Total Capital Outlay	12,200	0
Transfers		
Transfer To Info Tech Fund	0	0
Total Transfers	0	0
Total Public Works	1,495,810	77,662

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
Buildings & Grounds		
Contractual Services		
Maintenance-Buildings	48,440	0
Maintenance-Grounds	9,595	0
Janitorial Services	40,060	0
Utilities	21,000	0
Other Contractual Services	5,380	0
Total Contractual Services	124,475	0
Commodities		
Operating Supplies	19,000	0
Total Commodities	19,000	0
Capital Outlay		
Improvements	6,100	0
Total Capital Outlay	6,100	0
Buildings & Grounds	149,575	0
<b>Total General Fund</b>	<b>8,324,210</b>	<b>431,454</b>

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
<b>Motor Fuel Tax Fund</b>		
Other Expenditures		
Bank/Investment Fees	300	0
Total Other Expenditures	300	0
Special Revenue MFT		
Transfers		
Transfer To Cap. Imprvmt. Fund	377,160	0
Total Transfers	377,160	0
<b>Total Motor Fuel Tax Fund</b>	<b>377,460</b>	<b>0</b>
<b>Hotel/Motel Tax Fund</b>		
Special Revenue Hotel/Motel		
Contractual Services		
Maintenance-Gateway Landscape	105,085	0
Gateway Projects	31,350	0
Total Contractual Services	136,435	0
Other Expenditures		
Special Events	163,865	0
Bank/Investment Fees	400	0
Programs/Tourism Promotions	67,525	0
Hotel/Motel Marketing	0	0
Total Other Expenditures	231,790	0
Transfers		
Transfer To Cap. Imprvmt. Fund	109,000	0
Total Transfers	109,000	0
<b>Total Hotel/Motel Tax Fund</b>	<b>477,225</b>	<b>0</b>
<b>Capital Improvements Fund</b>		
Capital Improvement		
Capital Outlay		
Improvements	0	0
Village Facility Improvements	0	
Road Program	717,110	0
Total Capital Outlay	717,110	0
Other Expenditures		
Bank/Investment Fees	800	0
Total Other Expenditures	800	0
<b>Total Capital Improvements Fund</b>	<b>717,910</b>	<b>0</b>
<b>Sidewalks/Pathway Fund</b>		
Capital Outlay		
Sidewalk/Pathway Projects	0	0
Sidewalk/Pathway Maint Project	86,500	0
Total Capital Outlay	86,500	0
Other Expenditures		
Bank/Investment Fees	800	0
Total Other Expenditures	800	0
<b>Total Sidewalks/Pathway Fund</b>	<b>87,300</b>	<b>0</b>

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
<b>Equipment Replacement Fund</b>		
Equipment Replacement		
Capital Outlay		
Vehicles	48,575	0
Total Capital Outlay	48,575	0
Other Expenditures		
Bank/Investment Fees	800	0
Total Other Expenditures	800	0
<b>Total Equipment Replacement Fund</b>	<b>49,375</b>	<b>0</b>
<b>Storm Water Management Fund</b>		
Storm Water Management		
Capital Outlay		
Storm Water Management	63,900	0
Total Capital Outlay	63,900	0
Other Expenditures		
Bank/Investment Fees	400	0
Total Other Expenditures	400	0
<b>Total Storm Water Management Fund</b>	<b>64,300</b>	<b>0</b>
<b>Debt Service Fund</b>		
Debt Service		
Other Expenditures		
Bank/Investment Fees	9,350	0
Interest-Debt Crt Series 2017	119,400	0
Total Other Expenditures	128,750	0
<b>Total Debt Service Fund</b>	<b>128,750</b>	<b>0</b>

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
<b>Water Fund</b>		
Water Operations		
Personnel Services		
Salaries Full-time	586,230	0
Salaries Part-time	23,580	0
Salaries Overtime	64,080	0
IMRF Contributions	76,725	0
FICA/Medicare Taxes	55,675	0
Health/Life Insurance	90,980	0
Uniform Allowance	9,400	0
Due & Subscriptions	2,475	0
Employee Recruitment Expense	500	0
Training & Travel Expense	3,790	0
Total Personnel Services	913,435	0
Contractual Services		
Professional Services	23,000	0
Postage	7,620	0
Telephone	11,615	0
Printing	1,000	0
Maintenance-Equipment	25,100	0
Maintenance-Vehicles	5,000	0
Maintenance-Buildings	7,110	0
Maintenance-Distribution System	220,000	0
Engineering Services	378,000	0
Utilities	80,000	0
Insurance	50,710	0
Rentals	500	0
Other Contractual Services	19,070	0
Total Contractual Services	828,725	0
Commodities		
Office Supplies	600	0
Operating Supplies	37,800	0
Gasoline And Oil	9,930	0
Supplies-Equipment	41,500	0
Supplies-Vehicles	1,000	0
Water Purchases	3,683,750	0
Total Commodities	3,774,580	0
Capital Outlay		
Equipment	45,500	0
Improvements	22,000	0
Vehicles	106,145	0
Total Capital Outlay	173,645	0
Other Expenditures		
Bank/Investment Fees	8,000	0
Total Other Expenditures	8,000	0
Transfers		
Transfer To Info Tech Fund	202,110	0
Total Transfers	202,110	0
<b>Total Water Fund</b>	<b>5,900,495</b>	<b>0</b>

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
<b>Sewer Fund</b>		
Sewer Operations		
Personnel Services		
Salaries Full-time	196,915	0
Salaries Part-time	5,895	0
Salaries Overtime	1,940	0
IMRF Contributions	23,250	0
FICA/Medicare Taxes	15,900	0
Health/Life Insurance	28,425	0
Uniform Allowance	2,760	0
Total Personnel Services	275,085	0
Contractual Services		
Telephone	650	0
Maintenance-Utility System	17,000	0
Utilities	6,400	0
Total Contractual Services	24,050	0
Commodities		
Operating Supplies	1,500	0
Supplies-Equipment	500	0
Total Commodities	2,000	0
Capital Outlay		
Equipment	49,570	0
Improvements	260,000	0
Total Capital Outlay	309,570	0
Other Expenditures		
Bank/Investment Fees	3,500	0
Total Other Expenditures	3,500	0
Transfers		
Transfer To Info Tech Fund	44,910	0
Total Transfers	44,910	0
<b>Total Sewer Fund</b>	<b>659,115</b>	<b>0</b>

Account Description	Adopted Budget	Amount To Be Derived By Tax Levy
<b>Information Technology Fund</b>		
Information Technology		
Personnel Services		
Salaries Part-time	6,000	0
Dues & Subscriptions	2,060	0
Training & Travel Expense	10,000	0
Total Personnel Services	18,060	0
Contractual Services		
Other Professional Services	90,000	0
Telephone	480	0
Maintenance-Equipment	15,000	0
Data Processing Service	198,400	0
Total Contractual Services	303,880	0
Commodities		
Operating Supplies	20,000	0
Total Commodities	20,000	0
Capital Outlay		
Equipment	112,500	0
Total Capital Outlay	112,500	0
Other Expenditures		
Bank/Investment Fees	700	0
Total Other Expenditures	700	0
<b>Total Information Technology Fund</b>	<b>455,140</b>	<b>0</b>
<b>Police Pension Fund</b>		
Police Pension		
Employer Contribution		910,306
Personnel Services		
Dues & Subscriptions	795	0
Training & Travel Expense	2,650	0
Total Personnel Services	3,445	910,306
Contractual Services		
Legal Services	0	0
Postage	200	0
Actuarial Services	3,570	0
Annual Filing Fee	3,865	0
Total Contractual Services	7,635	0
Other Expenditures		
Bank/Investment Fees	49,280	0
Pension/Disability Payments	1,326,100	0
Pension Refunds	0	0
Other Expenses	0	0
Total Other Expenditures	1,375,380	0
<b>Total Police Pension Fund</b>	<b>1,386,460</b>	<b>910,306</b>
<b>Total Village</b>	<b>\$ 18,627,740</b>	<b>\$ 1,341,760</b>



**SECTION 3:** The total amount One Million, Three Hundred Forty-One Thousand, Seven Hundred Sixty Dollars (\$1,341,760), ascertained above, be and hereby levied and assessed on all property subject to taxation within the Village of Burr Ridge according to the value of said property as the same is assessed and equalized for State and County purposes for the current year.

**SECTION 4:** This Levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

**SECTION 5:** This is hereby certified to the County Clerks of DuPage and Cook, Illinois, the several sums aforesaid, constituting said total amount of One Million, Three Hundred Forty-One Thousand, Seven Hundred Sixty Dollars (\$1,341,760), which said total amount the Village of Burr Ridge requires to be raised by taxation for the current fiscal year of the Village, and the Acting Village Clerk of the Village is hereby ordered and directed to file with the County Clerks of DuPage and Cook on or before the time required by law, a certified copy of this Ordinance.

**SECTION 6:** If any item, purpose, sentence or portion thereof of this ordinance be, for any reason, held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and any ordinance or parts of any ordinance in conflict herewith are hereby repealed.

**SECTION 7:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Adopted this 14<sup>th</sup> day of December, 2020 pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

Approved by the Mayor of the Village of Burr Ridge the 14<sup>th</sup> day of December,  
2020.

---

Mayor

ATTEST:

---

Acting Village Clerk

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

**ORDINANCE AUTHORIZING THE DESTRUCTION OF PERSONAL  
PROPERTY OWNED BY THE VILLAGE OF BURR RIDGE**

---

**WHEREAS**, in the opinion of at least three-fourths of the Corporate Authorities of the Village of Burr Ridge, it is no longer necessary or useful to, or in the best interest of, the Village of Burr Ridge to retain ownership of the personal property hereinafter described; and

**WHEREAS**, it has been determined by the Mayor and Board of Trustees of the Village of Burr Ridge to destroy said personal property after December 14, 2020;

**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:** Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Burr Ridge find that the following described property now owned by the Village of Burr Ridge is no longer necessary or useful to the Village of Burr Ridge and the best interests of the Village of Burr Ridge will be served by its destruction:

<u>Type</u>	<u>SERIAL NUMBER</u>	<u>MAKE</u>	<u>MINIMUM VALUE</u>
Ballistic panel	180000296263	PACA	\$1.00
Ballistic panel	180000296259	PACA	\$1.00

<u>Type</u>	<u>SERIAL NUMBER</u>	<u>MAKE</u>	<u>MINIMUM VALUE</u>
Ballistic panel	170000222718	Point Blank	\$1.00
Ballistic panel	170000222710	Point Blank	\$1.00
Ballistic panel	12208932	Safariland	\$1.00
Ballistic panel	12208933	Safariland	\$1.00
Ballistic panel	RC537074	PACA	\$1.00
Ballistic panel	RC537074	PACA	\$1.00
Ballistic panel	20291563	ABA	\$1.00
Ballistic panel	20291564	ABA	\$1.00
Ballistic panel	Unknown	ABA	\$1.00
Ballistic panel	Unknown	ABA	\$1.00
Ballistic panel	13221175	ABA	\$1.00
Ballistic panel	13221176	ABA	\$1.00
Ballistic panel	12039621	Safariland	\$1.00
Ballistic panel	12039622	Safariland	\$1.00
Ballistic panel	160000625094	Point Blank	\$1.00
Ballistic panel	160000625085	Point Blank	\$1.00
Ballistic panel	RC409162	PACA	\$1.00
Ballistic panel	RC409162	PACA	\$1.00
Ballistic panel	Unknown	ABA	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00

<u>Type</u>	<u>SERIAL NUMBER</u>	<u>MAKE</u>	<u>MINIMUM VALUE</u>
Soft trauma plate	Unserialized	Unknown	\$1.00
Soft trauma plate	Unserialized	Unknown	\$1.00

**SECTION 2:** Pursuant to said 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to destroy the aforementioned personal property now owned by the Village of Burr Ridge through Fiber Brokers International, 289 Cooper Avenue, Brent, AL 35034.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the Corporate Authorities, and approval in the manner provided by law.

**ADOPTED** this 14th day of December, 2020 pursuant to an omnibus vote as follows:

**AYES:** -

**NAYS:** -

**ABSENT:** -

**APPROVED** this 14th day of December, 2020 by the Mayor of the Village of Burr Ridge.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

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

**A RESOLUTION CENSURING  
TRUSTEE ZACHARY MOTTL FOR THE SIXTH TIME**

**WHEREAS**, pursuant to Section 2.10 of Article II of Chapter 2 of the Burr Ridge Village Code, Village Trustees form the legislative department of the Village's government and shall perform the duties and shall exercise the powers as may be delegated to them by statute; and

**WHEREAS**, Chapter 2, Article XVIII of the Burr Ridge Municipal Code establishes a Code of Conduct, wherein "[r]epresentatives of the Village of Burr Ridge...shall at all times demonstrate a high standard of ethics and conduct in their public service"; and

**WHEREAS**, Section 2.99(d) of the Burr Ridge Municipal Code states that elected officials and other representatives of the Village shall "refrain from publically disparaging or demeaning the...residents...of the Village..."; and

**WHEREAS**, Section 2.99(h) of the Burr Ridge Municipal Code states that elected officials and other representatives of the Village shall "not reveal to any third-party, resident, Village business owner or operator, Staff, or petitioner the subject or content of discussions, information, comments, or decisions made in closed or executive session"; and

**WHEREAS**, both prior to and at the November 9, 2020 Village Board meeting, Trustee Mottl violated said Section 2.99(h) of the Code of Conduct, when he willfully and publicly disclosed information that had been disclosed to the Board of Trustees in executive session at a previous meeting; and

**WHEREAS**, at the November 9, 2020 Village Board meeting, Trustee Mottl violated said Section 2.99(d) of the Code of Conduct, when he publicly asserted that a resident of the Village who was remotely attending said Board meeting may not be fully clothed and may be performing a sexual act in public view; and

**WHEREAS**, Section 2.99 of the Burr Ridge Municipal Code states that elected officials and other representatives of the Village shall "commit to conduct themselves in accordance with the highest standards of ethical, moral, and legal behavior"; and

**WHEREAS**, at the November 9, 2020 Village Board meeting, Trustee Zachary Mottl violated the Code of Conduct for Elected Officials as per Chapter 2, Article XVIII of the Burr Ridge Municipal Code, with said violations described herein; and

**WHEREAS**, this is the sixth resolution of censure of Trustee Mottl since November, 2019 for similar uncivil and demeaning conduct (see also R-35-19, R-11-20, R-12-20, R-28-20, and R-38-20).

**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:** The statements set forth in the Preamble hereto are adopted as the findings of the Village Board, as if fully set forth herein.

**Section 2:** The Village Board finds that the aforementioned conduct of Trustee Zachary Mottl was unbecoming a Trustee, and his action to reveal confidential information in a public setting did violate the Village Code of Conduct.

**Section 3:** The Village Board further finds that the aforementioned conduct of Trustee Zachary Mottl was unwarranted, and was disparaging and demeaning to the reputation and character of a Village resident.

**Section 4:** Due to his repeated violations of the aforementioned standards of ethics and conduct, the Village Board hereby finds that Trustee Mottl has irrevocably compromised his ability to fulfill his responsibilities as an elected representative of the residents of the Village of Burr Ridge, and, therefore, respectfully requests, once again, that Trustee Zachary Mottl immediately resign from his position as Trustee of the Village of Burr Ridge.

**Section 5:** This Resolution shall be in full force and effect upon its adoption and approval.

ADOPTED this 14<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED this 14th day of December, 2020.

---

Mayor

ATTEST:

---

Acting Village Clerk

**RESOLUTION NO. R-\_\_\_-20****A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE VILLAGE OF BURR RIDGE, AT THE CONSOLIDATED ELECTION TO BE HELD ON APRIL 6, 2021, A PUBLIC QUESTION AS TO WHETHER TO INCREASE THE ANNUAL COMPENSATION FOR THE VILLAGE PRESIDENT/MAYOR**

WHEREAS, on November 9, 2020, the corporate authorities approved an ordinance which increased the annual compensation for the office of Village President/Mayor from \$6,000 to \$12,000, subject to an advisory referendum appearing on the April 6, 2021 Consolidated Election ballot; and

WHEREAS, Section 28-2 of the Illinois Election Code provides that any advisory public question may be initiated by the governing body of the unit of local government by resolution, to be adopted not less than seventy-nine (79) days before a regularly scheduled election; and

WHEREAS, the corporate authorities of the Village of Burr Ridge find that it is in the best interest of the Village of Burr Ridge to submit the question of whether the annual compensation to be paid to the Village President/Mayor shall be increased to the electors of the Village of Burr Ridge at the April 6, 2021 Consolidated Election.

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. The public question in substantially the following form shall be submitted to the electors of the Village of Burr Ridge at the Consolidated Election to be held on April 6, 2021:

<b>Shall the annual compensation for the Village President/Mayor of the Village of Burr Ridge be increased from \$6,000 to \$12,000?</b>	<b>YES</b>
	<b>NO</b>

Section 2. The referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the Consolidated Election to be held on April 6, 2021, and with all laws providing for the publications, ballots, polling places, and other procedures relating to such election.



Section 3. The Acting Village Clerk is hereby directed to certify copies of this Resolution and the public question set forth herein to the County Clerk of Cook County and the County Clerk of DuPage County not less than 68 days prior to April 6, 2021, to ensure that this public question is submitted to the voters of the Village of Burr Ridge at the April 6, 2021 Consolidated Election.

Section 4. This Resolution shall be in full force and effect upon its passage and approval, as required by law.

ADOPTED this 14<sup>th</sup> day of December, 2020.

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

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

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

APPROVED this 14<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

**RESOLUTION NO. R - \_\_-20****A RESOLUTION APPROVING A LEGAL SERVICES AGREEMENT FOR  
ADMINISTRATIVE HEARING OFFICER FOR THE VILLAGE OF BURR RIDGE**

**WHEREAS**, the Village of Burr Ridge has adopted a System of Local Adjudication of Municipal Ordinance Violations in the Village; and

**WHEREAS**, the Village has also adopted a System of Impoundment and Seizure of Motor Vehicles used in the commission of certain criminal offenses occurring in the Village; and

**WHEREAS**, the corporate authorities of the Village have determined that it is in the best interest of the Village to retain the services of a qualified and experienced attorney to act as the Village's Administrative Hearing Officer to preside over Village Administrative Hearings and to perform all other duties as set forth in that certain "Legal Services Agreement -Administrative Hearing Officer" attached hereto as Exhibit "A" and made a part hereof.

**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:** The Board of Trustees hereby approves the Legal Services Agreement – Administrative Hearing Officer between the Village of Burr Ridge and Denise Filan, attached hereto as Exhibit "A", and further authorizes the Mayor to execute said Agreement on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Section 2:** This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 14<sup>th</sup> day of December, 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 December, 2020.

---

Mayor

ATTEST:

---

Acting Village Clerk

**EXHIBIT “A”**

**LEGAL SERVICES AGREEMENT  
ADMINISTRATIVE HEARING OFFICER**

**LEGAL SERVICES AGREEMENT  
ADMINISTRATIVE HEARING OFFICER**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is effective this \_\_\_\_ day of December, 2020, by and between the Village of Burr Ridge, an Illinois municipal corporation (hereinafter referred to as the “Village”), and Denise Filan (hereinafter referred to as the “Administrative Hearing Officer”).

**WHEREAS**, Denise Filan, has been appointed by the Village Mayor, with the advice and consent of the Board of Trustees, as Administrative Hearing Officer of the Village; and

**WHEREAS**, the corporate authorities of the Village deem it desirable and in the best interest of the Village to enter into this Agreement with the Administrative Hearing Officer to provide for the terms and conditions of that appointment;

**NOW, THEREFORE, IT IS MUTUALLY AGREED** between the Village and the Administrative Hearing Officer, as follows:

1. The Village employs the Services of Denise Filan, as Administrative Hearing Officer of the Village. Unless otherwise terminated, the term of this Agreement shall be for one year following the effective date of the Agreement. This Agreement may be renewed annually thereafter upon appropriation therefor having been made. The Village’s obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment’s being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Administrative Hearing Officer notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

2. The Administrative Hearing Officer shall provide legal services to the Village, as required by:

A. Chapter 35, Section 35-607 and Chapter 2, Article XIX of the Code of Ordinances, Village of Burr Ridge, Illinois, which Services include the following:

(1) To serve and preside as the hearing officer for the Village’s administrative adjudication hearing system for the adjudication of any code violation, seizure and impoundment of motor vehicles pursuant to Chapter 35, Section 35-607 of the Village Code, or any other municipal ordinance violation of the Village, including, but not limited to:

(a) Those actions brought pursuant to this Code, including the zoning chapter, and adopted codes such as the building code, fire code, plumbing code, electrical code, property maintenance code and health and sanitation codes of the Village; and

(b) Standing, stopping and parking violations brought pursuant to authority granted the Village by Section 11-208.3 of the Illinois Motor Vehicle

Code (625 ILCS 5/11-208.3) and adopted in this Code; and

(2) To determine whether or not a building code violation or other code violation exists;

(3) To hear testimony and accept evidence from all interested parties relevant to the existence of a building code violation or other code violation;

(3) To preserve and authenticate the transcript and records of all hearings and all exhibits and evidence introduced at the hearings;

(4) To issue and sign written findings, decisions and orders stating whether a code violation exists; and

(5) To provide such other and further services as the Village Administrator or the corporate authorities may from time to time direct under Chapter 2, Article XIX of the Code of Ordinances, Village of Burr Ridge, Illinois, which services include the following:

(a) To serve and preside as the hearing officer and adjudicator for the Village's administrative adjudication hearing system for the adjudication of standing, parking and automated traffic law violations;

(b) Administer oaths;

(c) Issue subpoenas to secure the attendance of witnesses and production of relevant papers or documentation;

(d) Validity of notices of seizure and impoundment of motor vehicles used in the commission of certain offenses;

(e) Assess administrative fees as provided by Chapter 2, Article XIX of this Code and assess fines and penalties for the violation of all other Code or ordinance violations as set forth in the Village Code of Ordinances;

(f) Make final determinations of:

- i. Vehicular parking violation, compliance violation;
- ii. Validity of notices of impending vehicle immobilization and impoundment;
- iii. Validity of the immobilization, towing and impoundment of vehicles, if any;
- iv. Validity of notices of all other violations of the Village

Code of Ordinances; and

- v. Provide for the accurate recordation of the administrative adjudication hearings; and

The legal services described herein are hereinafter referred to as the “Services.”

3. Nothing in this Agreement shall be construed as prohibiting the Village from employing other administrative hearing officers or other Administrative Hearing Officer for such purposes or at such compensation as the Mayor and Board of Trustees may from time to time determine.

4. The Administrative Hearing Officer shall cooperate with the Village Mayor, the Board of Trustees, and the Village Administrator of the Village, the Village staff and its consultants, and, subject to the general direction of the Village Administrator, shall meet with staff members and consultants during normal business hours or otherwise, as shall be mutually convenient, whenever such meetings are necessary for the conduct of Village business.

5. The Village shall assist and cooperate with the Administrative Hearing Officer and shall promptly supply such information, documentation, and persons as may be requested by the Administrative Hearing Officer to permit the Administrative Hearing Officer to perform the duties herein required.

6. Any documents, data, records, or other information relating to the performance of the duties of the Administrative Hearing Officer and all information secured by the Administrative Hearing Officer from the Village in connection with the performance of the duties of the Administrative Hearing Officer, unless in the public domain or unless disclosure is required by law, shall be considered attorney-client privileged, when applicable, and kept confidential by the Administrative Hearing Officer. The information shall not be made available to third parties without written consent of the Village, unless so required by law or valid court order.

#### 7. Confidentiality

A. It is anticipated that the Village will disclose to the Administrative Hearing Officer certain proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential (“*Confidential Information*”). The disclosure of Confidential Information shall not be construed to grant to the Administrative Hearing Officer any ownership or other proprietary interest in the Confidential Information. The Administrative Hearing Officer does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Administrative Hearing Officer shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Administrative Hearing Officer will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the Village except as expressly authorized by the Village. The Administrative Hearing Officer shall treat such Confidential Information at all times as confidential, *provided, however*, that the Confidential Information may be disclosed only for purposes of the performance

of the Services to employees of the Village or its Administrative Hearing Officer with a need to know for purposes of the performance of the Services hereunder. The Administrative Hearing Officer acknowledges that each of the following can contain Confidential Information of the Village and that the disclosure of any of the following by the Administrative Hearing Officer without the Village's express authorization would be harmful and damaging to the Village's interests:

(1) All information provided to the Administrative Hearing Officer by the Village relating to or in the course of providing the Services being performed by the Administrative Hearing Officer under this Agreement regardless of its type or form which is not known to the public, not subject to disclosure in the normal course of performing the duties as Administrative Hearing Officer or not subject to disclosure under the Freedom of Information Act.

(2) Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

B. This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Administrative Hearing Officer's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

C. All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the Village's business, services, programs, software or residents, whether prepared by the Administrative Hearing Officer or anyone else, are the exclusive property of the Village. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any Confidential Information of the Village are the exclusive property of the Village.

D. The Administrative Hearing Officer shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which the Administrative Hearing Officer can demonstrate by clear and convincing evidence: (a) was rightfully in the Administrative Hearing Officer's possession before receipt from the Village other than through prior disclosure by the Village; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by the Administrative Hearing Officer from a third party without an obligation of confidentiality; or (d) is independently developed by the Administrative Hearing Officer; or (e) is disclosed under operation of law, governmental regulation, or court order, provided the Administrative Hearing Officer first gives the Village notice and a reasonable opportunity to secure confidential protection of such Confidential Information.



E. Upon termination of this Agreement or earlier at the Village's request at any time, the Administrative Hearing Officer shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the Village all tangible embodiments of the Confidential Information.

F. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the Village and there would be no adequate remedy at law. The Village shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The Village is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

8. Work Made for Hire.

A. All work product created or developed hereunder, including, but not limited to, reports and any other documents prepared by the Administrative Hearing Officer in connection with any or all of the Services delivered to the Village is for the use of and shall be the exclusive property of the Village. All papers, notes, records, lists, data, files, forms, reports, accounts, documents, computer disks and diskettes, magnetic media, electronic files created or modified by the Administrative Hearing Officer relating in any manner to the Services performed by the Administrative Hearing Officer or by anyone else and used by the Administrative Hearing Officer in performance of the Services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

B. The Administrative Hearing Officer hereby irrevocably assigns and transfers to the Village and its successors and assigns all of its right, title, interest and ownership in the work made for hire, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues, and extensions thereof. The Administrative Hearing Officer grants permission to the Village to register the copyright and other rights in the work made for hire in the Village's name. The Administrative Hearing Officer shall give the Village or any other person designated by the Village all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the Village requests from time to time to further confirm this assignment. The Administrative Hearing Officer further grants to the Village full, complete and exclusive ownership of the work made for hire. The Administrative Hearing Officer shall not use the work made for hire for the benefit of anyone other than the Village, without the Village's prior written permission. Upon completion of the Services or other termination of this Agreement, the Administrative Hearing Officer shall deliver to the Village all copies of any and all materials relating or pertaining to this Agreement. The Administrative Hearing Officer irrevocably and unconditionally waives all rights in all such work made for hire. The Administrative Hearing Officer warrants that all work product of Administrative Hearing Officer will be original, except as otherwise agreed in writing with the Village.

C. In the event that the Village provides the Administrative Hearing Officer with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the Village; and the Administrative Hearing Officer shall immediately

deliver all such materials, equipment and property to the Village at the conclusion of Services hereunder or at any earlier time upon demand by the Village.

9. The Administrative Hearing Officer shall maintain his/her records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Administrative Hearing Officer related to this Agreement shall be available for review by the Village. The Administrative Hearing Officer shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Administrative Hearing Officer to maintain the books, records and supporting documents required by this section or the failure by the Administrative Hearing Officer to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

10. The Administrative Hearing Officer represents and warrants that she currently is a sole proprietor that does not have any employees. The Administrative Hearing Officer is acting under this Agreement as an independent contractor. The Administrative Hearing Officer, as a sole proprietor, does hereby, pursuant to Section 1(b)3 of the Workers' Compensation Act (820 ILCS 305/1(b)(3)) elect not to be covered by the Workers' Compensation Act (820 ILCS 305/1 *et seq.*). The Administrative Hearing Officer shall procure and maintain for the duration of the Agreement insurance against claims for errors and omissions and injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Administrative Hearing Officer, its agents, representatives, employees or subcontractors.

A. *Minimum Scope of Insurance.* Coverage shall be at least as broad as: Commercial General Liability - Occurrence form; and

(1) Automobile Liability; and

(2) Professional Liability/Errors and Omissions policy; and

(3) Should the Administrative Hearing Officer in the future hire employees, at or before the time of hiring employees, Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B. *Minimum Limits of Insurance.* The Administrative Hearing Officer shall maintain limits no less than:

(1) *Commercial General Liability*: \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$500,000 per person per aggregate;

(2) *Automobile Liability*: \$500,000 combined single limit per accident for bodily injury and property damage;

(3) *Professional Liability*: \$500,000 single limit for errors and omissions, professional/malpractice liability;

(4) *Worker's Compensation and Employers' Liability*: Should the Administrative Hearing Officer in the future hire employees, he shall, at or before the time of hiring employees, maintain Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

C. *Deductibles and Self-Insured Retentions*. Any deductibles or self-insured retentions must be declared to and approved by the Village.

D. *Other Insurance Provisions*. The policies are to contain, or be endorsed to contain the following provisions:

(1) *Commercial General Liability and Automobile Liability Coverages*:

(a) The Village, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of Services performed by or on behalf of Administrative Hearing Officer as well as equipment procured, owned, leased, hired or borrowed by Administrative Hearing Officer. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials, employees or volunteers;

(b) The Administrative Hearing Officer's insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be in excess of the Administrative Hearing Officer's insurance and shall not contribute with it;

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers;

(d) Coverage shall state that Administrative Hearing Officer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) *Worker's Compensation and Employers' Liability Coverage*: Should the Administrative Hearing Officer in the future hire employees, at or before the time of hiring employees, the insurer shall agree to waive all rights or subrogation against the Village, its

officials, employees or volunteers for losses arising from Services performed by the Administrative Hearing Officer for the Village.

(3) *All Coverages:* Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

(4) *Acceptability of Insurers:*

(a) The insurance carrier used by the Administrative Hearing Officer shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois;

(b) The Administrative Hearing Officer shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Services commences. The Village reserves the right to request full certified copies of the insurance policies.

11. The Village Administrator, with the advice or consent of the Mayor and Board of Trustees, shall have authority to suspend or terminate the services of the Administrative Hearing Officer in whole or in part at any time upon written notice to the Administrative Hearing Officer.

12. The Village shall compensate the Administrative Hearing Officer for such Services as follows:

A. At the hourly rate of Two Hundred Twenty-Five Dollars (\$225.00) per hour for Services rendered to the Village as invoiced by the Administrative Hearing Officer to the Village from time to time;

B. Reimbursement of cash expenditures, excluding mileage charges, advanced and expenses incurred by the Administrative Hearing Officer on behalf of the Village, as invoiced by the Administrative Hearing Officer to the Village and approved by the Village;

C. Upon the termination of this Agreement, the Administrative Hearing Officer shall provide for the orderly transition and tendering of documents and information to the successor Administrative Hearing Officer. The Administrative Hearing Officer shall be entitled to receive the hourly compensation set forth in this Agreement, for the time expended tendering and transferring information to the successor Administrative Hearing Officer; and

D. Itemized statements of Services and disbursements will be sent monthly to the Village Administrator, with a copy to the Village Finance Director, either by United States mail or as an attachment to electronic mail in Portable Document Format (.pdf) format. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

13. In the event that services excluded from this Agreement are required by the Village, the Administrative Hearing Officer shall either assume the duty and responsibility for such services at a mutually agreed fee or the Administrative Hearing Officer shall recommend competent attorneys to assume the duty and responsibility for such services.

14. The Administrative Hearing Officer shall function hereunder as an independent contractor and not as an employee of the Village.

15. All reports, documents, data and other material constituting the work product of the Administrative Hearing Officer hereunder shall become the property of the Village, subject to the applicable attorney's lien. Title thereto, free of such lien, shall transfer to the Village following payment in full of any sums due to the Administrative Hearing Officer. The Administrative Hearing Officer, however, shall have the right to maintain for their own files and use copies of such reports, maps, documents, and other materials constituting the Administrative Hearing Officer's work product.

16. The Administrative Hearing Officer shall submit to the Village a certification, attached hereto as Exhibit "C," that the Administrative Hearing Officer:

A. Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

B. Is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

C. Is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

D. Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

E. Should the Administrative Hearing Officer in the future hire employees, at or before the time of hiring employees, will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Administrative Hearing Officer's workplace;

(b) Specifying the actions that will be taken against employees for

violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) Administrative Hearing Officer's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance program; and

(d) The penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph 16(E)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under subparagraph 16(E)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

F. Should the Administrative Hearing Officer in the future hire employees, at or before the time of hiring employees, will provide equal employment opportunities in accordance with the

Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

G. Certifies that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Chapter 2, Article XV of the Code of Ordinances of the Village of Burr Ridge, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

H. Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Chapter 2, Article XV of the Code of Ordinances of the Village of Burr Ridge, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

I. Certifies that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in any law firm of which the Administrative Hearing Officer is affiliated; or, if the stock of any law firm of which the Administrative Hearing Officer is affiliated is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the law firm of which the Administrative Hearing Officer, but if any Village officer, spouse or dependent child of a Village officer is affiliated, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such law firm, the Administrative Hearing Officer have disclosed to the Village in writing the name(s) of the holder of such interest;

J. Certifies that none of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Mayorial Executive Order 13224) and that the Administrative Hearing Officer is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

K. Certifies that his or her principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

L. Certifies that the Administrative Hearing Officer is not acting, directly or indirectly,

for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Mayorial Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he or she is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

17. In the event of the Administrative Hearing Officer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Human Rights Commission, the Administrative Hearing Officer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, should the Administrative Hearing Officer in the future hire employees, at or before the time of recruitment or the hiring employees, the Administrative Hearing Officer shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;

B. If the Administrative Hearing Officer hires employees in order to perform this Agreement or any portion of this Agreement, the Administrative Hearing Officer will determine the availability (in accordance with the Illinois Human Rights Commission's Rules and Regulations) of minorities and women in the areas from which the Administrative Hearing Officer may reasonably recruit; and the Administrative Hearing Officer will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

C. In all solicitations or advertisements for employees, if any, placed by the Administrative Hearing Officer or on the Administrative Hearing Officer's behalf, the Administrative Hearing Officer will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service;

D. Submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Human Rights Commission or the Village and in all respects comply with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

E. Permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules



and Regulations; and

F. Include verbatim or by reference, the provisions of this clause in every subcontract awarded under which any portion of this Agreement's obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Administrative Hearing Officer will be liable for compliance with applicable provisions of this clause by subcontractors; and further the Administrative Hearing Officer will promptly notify the Village and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Administrative Hearing Officer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

18. Should the Administrative Hearing Officer in the future hire employees, at or before the time of hiring employees, the Administrative Hearing Officer will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2 105(A)(4).

19. Changes and amendments to this Agreement shall only be made in writing and by amendment to this Agreement. The amendment shall be in contract form and shall be approved by the Village. This Agreement contains all of the terms, provisions, agreements, conditions, and covenants between the parties; and there are no understandings or agreements other than those recited herein.

20. Any notice given hereunder shall be in writing and transmitted via the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery addressed to the proper party as follows:

A. If to the Village:

Village of Burr Ridge  
Attention: Evan Walter, Village Administrator  
7660 County Line Road  
Burr Ridge, IL 60527  
[ewalter@burr-ridge.gov](mailto:ewalter@burr-ridge.gov)

B. If to the Administrative Hearing Officer:

Denise Filan  
Odelson, Sterk, Murphy, Frazier & McGrath, Ltd.  
3318 W. 95<sup>th</sup> Street  
Evergreen Park, IL 60805  
[dfilan@odelsonsterk.com](mailto:dfilan@odelsonsterk.com)

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

21. When this Agreement becomes effective, it will relate back to the day the appointment of Denise Filan as Administrative Hearing Officer for the Village became effective. This Agreement may be terminated by the Village upon removal or resignation of the Administrative Hearing Officer or the appointment and qualification of the Administrative Hearing Officer's successor. The Administrative Hearing Officer shall have the right, if in his/her sole judgment he/she believes such action is necessary or appropriate, to recuse himself/herself as Administrative Hearing Officer for the Village in any matter, without terminating this Agreement. The Administrative Hearing Officer may elect to terminate this Agreement, if the Village fails to meet its obligations under this Agreement, refuses to cooperate with the Administrative Hearing Officer or under any other circumstances in which the Administrative Hearing Officer's professional or legal responsibilities or obligations mandate or permit termination. The Administrative Hearing Officer shall give thirty (30) days' written notice of termination to the Village. Provided that the Administrative Hearing Officer is ethically able to do so, at the sole option of the Village, all obligations under this Agreement shall continue until a successor Administrative Hearing Officer is retained but in no event more than sixty (60) days after the effective termination date as set forth in the notice. If this Agreement is terminated for any reason, the termination shall be effective only to terminate the Administrative Hearing Officer's Services prospectively, and all other terms of this Agreement, including the Village's obligation to compensate the Administrative Hearing Officer for Services rendered and expenses incurred prior to the termination shall survive the termination.

22. This Agreement shall be deemed to be exclusive between the Village and the Administrative Hearing Officer. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

23. This Agreement shall be governed by the laws of the State of Illinois.

24. The illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of this Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

25. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

26. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

27. The Administrative Hearing Officer represents and warrants that she is an attorney licensed to practice law in the State of Illinois for a period in excess of three (3) years and that she has successfully completed a formal training program that included the following:

- (1) Instruction on the rules of procedure of the administrative hearings that she will conduct under this Agreement;
- (2) Orientation in each subject area of code violations that she will administer;
- (3) Observation of administrative hearing; and

(4) Participation in hypothetical cases, including rules on evidence and issuing final orders.

28. The Administrative Hearing Officer shall maintain her license to practice law in the State of Illinois in good standing throughout the term of this Agreement. The Administrative Hearing Officer shall notify the Village in writing should proceedings be undertaken by the Illinois Attorney Registration and Disciplinary Commission to suspend or revoke the Administrative Hearing Officer's license to practice law in the State of Illinois.

29. The Certificate of Appointment of Denise Filan as Administrative Hearing Officer of the Village is attached hereto as Exhibit "A" and is made a part hereof.

30. The Oath of Office of Denise Filan as Administrative Hearing Officer of the Village is attached hereto as Exhibit "B" and is made a part hereof.

31. The Administrative Hearing Officer's Certification is attached hereto as Exhibit "C" and is made a part hereof.

**IN WITNESS WHEREOF** the parties have executed this Agreement at Burr Ridge, Illinois, the date and year first above written.

**ADMINISTRATIVE HEARING OFFICER      VILLAGE OF BURR RIDGE**

By: \_\_\_\_\_  
Denise Filan

\_\_\_\_\_  
Gary Grasso, Village Mayor

Attest:

\_\_\_\_\_  
Sue Schaus, Acting Village Clerk

## EXHIBIT “A”

**STATE OF ILLINOIS )  
COUNTIES OF DUPAGE and COOK ) ss.  
VILLAGE OF BURR RIDGE, ILLINOIS)**

# CERTIFICATE OF APPOINTMENT

**TO:** Sue Schaus, Acting Village Clerk

I, Gary Grasso, Village Mayor of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, do hereby certify that Denise Filan has been duly appointed to the office of Administrative Hearing Officer of the Village of Burr Ridge, Illinois, by the Board of Trustees on the 14<sup>th</sup> day of December, 2020, effective this date for a term expiring December 31, 2021 and until her successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Burr Ridge, Illinois, this \_\_\_\_ day of December, 2020.

Gary Grasso, Village Mayor of the  
Village of Burr Ridge, Illinois

**EXHIBIT “B”**

**VILLAGE OF BURR RIDGE, ILLINOIS**

**OATH OF OFFICE**

I, Denise Filan, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Administrative Hearing Officer of the Village of Burr Ridge to the best of my ability.

Administered and sworn at Burr Ridge, Illinois, this \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Denise Filan

Administered by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
*[Name of Person Administering Oath] [Title of Person Administering Oath]*

and sworn at the Village of Burr Ridge, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Filed in my office this this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Sue Schaus, Acting Clerk of the Village of  
Burr Ridge, Cook and DuPage Counties, Illinois

## **EXHIBIT “C”**

### **ADMINISTRATIVE HEARING OFFICER’S CERTIFICATION**

The certifications hereinafter made by Denise Filan (the “Administrative Hearing Officer”) are each a material representation of fact upon which reliance is placed by the Village of Burr Ridge (the “Village”) in entering into the Legal Services Agreement - Administrative Hearing Officer with the Administrative Hearing Officer. The Village may terminate the Legal Services Agreement - Administrative Hearing Officer if it is later determined that the Administrative Hearing Officer rendered a false or erroneous certification.

I, Denise Filan, hereby certify that I am the appointed Administrative Hearing Officer of the Village, and as such hereby represent and warrant to the Village that I, and any partners or shareholder of any law firm of which I am affiliated holding more than five percent (5%) of the outstanding partnership or corporate interests and its associate attorneys are:

(A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) In compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy; and

(D) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Administrative Hearing Officer hereby represents and warrants to the Village, that the Administrative Hearing Officer:

(A) Will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Administrative Hearing Officer’s workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

- (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) The dangers of drug abuse in the workplace;
    - (b) The Administrative Hearing Officer's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) The penalties that may be imposed upon employees for drug violations;
  - (3) Making it a requirement to give a copy of the statement required by subparagraph (A)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
  - (4) Notifying the Village within ten (10) days after receiving notice under subparagraph (A)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- (B) Will provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.
- (C) Certifies that no officer or employee of the Village that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Chapter 2, Article VII of the Code

of Ordinances of Burr Ridge, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Administrative Hearing Officer in violation of Chapter 2, Article VII of the Code of Ordinances of Burr Ridge, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) Certifies that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the any law firm of which the Administrative Hearing Officer is affiliated; or, if the stock of any law firm of which the Administrative Hearing Officer is affiliated is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the law firm, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such law firm, the Administrative Hearing Officer has disclosed to the Village in writing the name(s) of the holder of such interest.

(F) Certifies that none of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Mayorial Executive Order 13224) and that he or she is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(G) Certifies his or her principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(H) Certifies that he or she is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Mayorial Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he or she is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.



If any certification made by the Administrative Hearing Officer or term or condition in the Legal Services Agreement - Administrative Hearing Officer changes, the Administrative Hearing Officer shall notify the Village in writing within seven (7) days.

Dated: December \_\_\_\_, 2020

Administrative Hearing Officer

By: \_\_\_\_\_  
Denise Filan

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF DUPAGE        )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Denise Filan, known to me to be the appointed Administrative Hearing Officer of the Village of Burr Ridge, appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed.

Dated: December \_\_\_\_, 2020

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



VILLAGE OF  
**BURR RIDGE**  
A VERY SPECIAL PLACE  
7660 County Line Rd. - Burr Ridge, IL 60527  
(630) 654-8181- Fax (630) 654-8269 - [www.burr-ridge.gov](http://www.burr-ridge.gov)

Gary Grasso  
Mayor

8A

December 8, 2020

Mayor Gary Grasso and Board of Trustees  
7660 County Line Road  
Burr Ridge, Illinois 60527

**Re: Z-15-2020: 212 Burr Ridge Parkway (Halleran); Special Use, Variations, and Findings of Fact**

Dear Mayor and Board of Trustees:

The Plan Commission transmits its recommendation to approve a request by Gene Halleran for a special use as per Section VIII.B.11 of the Zoning Ordinance to permit a restaurant with live entertainment and sales of alcoholic beverages, a special use to permit an outdoor dining area at a restaurant, and a variation from Section XI.C.13 of the Zoning Ordinance to permit a restaurant without the required number of parking spaces at the subject property, all in the B-1 Business District.

After due notice, as required by law, the Plan Commission held a public hearings on November 16 and December 7, 2020. The petition seeks approval to open a restaurant in County Line Square that would feature live entertainment events. A floor plan was provided (see attached) and the petitioner committed to a parking management plan that includes valet parking for customers.

The Plan Commission had no issues with the land use finding that it is appropriate for this location and this shopping center. The primary concern was the parking and whether sufficient parking was available. After reviewing the parking management plan and receiving a commitment from the petitioner to provide valet parking, the Commission was satisfied that parking would be sufficient. Commissioners also noted the table provided by staff that shows the total required parking based on the hours of operation for each business. This table indicates that based on the varying hours of operation for businesses; there are always sufficient parking spaces to comply with the Zoning Ordinance.

Based on the above considerations and the submitted findings of fact, the Plan Commission, by a vote of 7 to 0, ***recommends that the Board of Trustees approve*** this petition subject to the following conditions:

1. The special use shall be limited to Gene Halleran and shall be null and void should Gene Halleran no longer have ownership interest in the restaurant consisting of approximately 4,200 square feet commonly known as 212 Burr Ridge Parkway.
2. Outdoor dining shall conform to the requirements of Section VII.A.5 of the Zoning Ordinance.

3. The enclosure of the outdoor dining area and design of outdoor furniture shall match the adjacent Dao Restaurant subject to staff review and approval.
4. Hours of operation for the restaurant and outdoor dining areas shall comply with Section VIII.A.11.c of the Zoning Ordinance.
5. The restaurant shall comply with the following parking management conditions:
  - a. All employees shall park in designated parking spaces behind the building or west of the shopping center main entryway.
  - b. Valet parking shall be provided each and every evening that the restaurant is open for business.
  - c. Four parking spaces shall be designated in the parking lot for staging of valet parking and under no circumstances shall the drive aisle/fire lane be used for valet parking or staging of valet parking.
  - d. All valet customer vehicles shall be parked west of the shopping center main entryway at all times and west of the first two double rows (four single rows) of parking spaces before 8 pm.

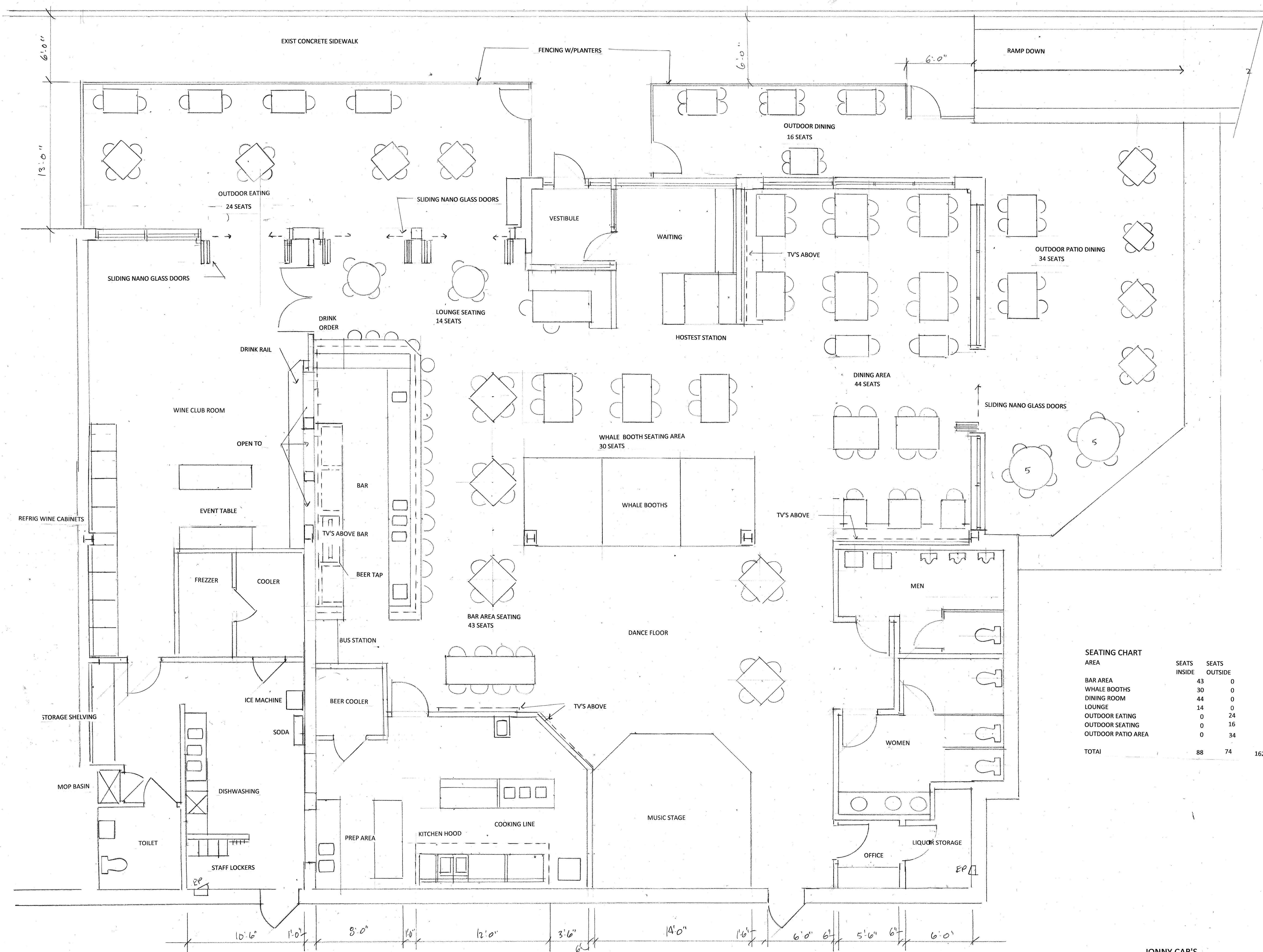
Sincerely,

Greg Trzupek, Chairman  
Plan Commission/Zoning Board of Appeals



Address	Occupant	Land Use	Section		5-6AM	6-7AM	7-8AM	8-9AM	9-10AM	10-11AM	11-12PM	12-1PM	1-2PM	2-3PM	3-4PM	4-5PM	5-6PM	6-7PM	7-8PM	8-9PM	9-10PM	10-11PM
50	Office Outlot (4)	office	West	10				10	10	10	10	10	10	10	10	10						
78	Patti's Sunrise Café	restaurant	West	37		37	37	37	37	37	37	37	37	37								
80	vacant	office	West	5				5	5	5	5	5	5	5	5	5						
82	State Farm	office	West	4				4	4	4	4	4	4	4	4	4						
84	Kuman	tutoring	West	4								4	4	4	4	4	4	4				
88-90	Remax	realtor	West	13					13	13	13	13	13	13	13	13						
92	Bel Canto	music school	West	4					4	4	4	4	4	4	4	4	4	4	4			
94	Kirsten's Bakery	bakery	West	7		7	7	7	7	7	7	7	7	7	7	7	7	7				
96	China King	restaurant	West	8							8	8	8	8	8	8	8	8	8	8		
98	Imperial Jewelers	jewelry	West	2						2	2	2	2	2	2	2	2					
100	Brookhaven	grocery store	West	91			91	91	91	91	91	91	91	91	91	91	91	91	91	91		
102	Kerkstra's Cleaners	cleaners	East	7			7	7	7	7	7	7	7	7	7	7	7	7	7			
104	Great American Bagel	restaurant	East	20		20	20	20	20	20	20	20	20	20	20	20	20					
106	Magic Nails	salon	East	6					6	6	6	6	6	6	6	6	6	6	6			
108	Vince's Floral	flower shop	East	5					5	5	5	5	5	5	5	5	5					
110	Salon Hype	salon	East	5				5	5	5	5	5	5	5	5	5	5	5	5	5		
112	Vacant	restaurant	East	15			15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	
114	Capri Express	restaurant	East	15						15	15	15	15	15	15	15	15	15	15	15	15	
116-118	LaCabinita	restaurant	East	21							21	21	21	21	21	21	21	21	21	21	21	
120	ATI Physical Therapy	medical	East	8			8	8	8	8	8	8	8	8	8	8	8	8				
124	Cyclebar	health	East	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10		
200	Dao Sushi and Thai	restaurant	East	45							45	45	45	45		45	45	45	45	45	45	
208	County Wine Merchant	restaurant	East	13								13	13	13	13	13	13	13	13	13	13	
212	Vacant	dance	East	14											14	14	14	14	14	14	14	
302	Vacant	retail	East	4						4	4	4	4	4	4	4	4	4	4			
304	Vacant	retail	East	4						4	4	4	4	4	4	4	4	4	4			
306	Vacant	retail	East	5						4	4	4	4	4	4	4	4	4	4			
308	Amore Yoga	health	East	4					4	4	4	4	4	4	4	4	4	4	4	4		
312	Vacant	retail	East	4						4	4	4	4	4	4	4	4	4	4			
314-316	Chiro One	medical	East	6			6	6	6						6	6	6	6				
318	Dental Fitness Center	dental	East	6			6	6	6	6	6	6	6	6	6	6						
320	Medandspa	medical	East	18						18	18	18	18	18	18	18	18					
324	Capri	restaurant	East	56							56	56	56			56	56	56	56	56	56	
BUSINESSES OPEN					1	4	10	14	19	25	29	31	31	30	30	32	25	22	14	10	7	3
SPACES REQUIRED					10	74	207	231	263	308	438	455	455	399	337	438	393	348	307	283	179	82
WEST					0	44	135	154	171	173	181	185	185	185	148	148	114	107	103	99	0	0
EAST					10	30	72	77	92	135	257	270	270	214	189	290	279	241	204	184	179	82

550601555



SEATING CHART		
AREA	SEATS INSIDE	SEATS OUTSIDE
BAR AREA	43	0
WHALE BOOTHS	30	0
DINING ROOM	44	0
LOUNGE	14	0
OUTDOOR EATING	0	24
OUTDOOR SEATING	0	16
OUTDOOR PATIO AREA	0	34
TOTAL	88	74
		162



As per Section XIII.H.3 of the Village of Burr Ridge Zoning Ordinance, for a variation to be approved, the petitioner must confirm all of the following findings by providing facts supporting such findings.

- a. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out

**The subject property is a shopping center with parking shared by multiple tenants. Given the existing development of the property, it is not possible to expand the parking lot. Without a parking variation, the property owner will have a difficult time filling this vacant space with an appropriate use.**

**Each tenant has unique parking demands and hours of operation. Sufficient parking is available in the evenings, during peak times for the subject restaurant, at the west end of the shopping center. Parking**

- b. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the zoning district in which it is located.

**The demand for retail uses is limited and becoming scarcer. Restaurants are becoming the primary tenants in multi tenant shopping centers similar to County Line Square. If a parking variation is not granted for this tenant, it is possible that the vacant space will remain vacant.**

- c. The conditions upon which an application for a variation is based are unique to the property for which the variance is sought, and are not applicable, generally, to other property within the same zoning classification.

**County Line Square is the only one of two shopping centers in the Village and the only one with a single area of shared parking. Thus, the conditions that give rise to this variation do not exist anywhere else in the Village.**

- d. The purpose of the variation is not based primarily upon a desire to increase financial gain.

**The petitioner simply wants to be open a business in this location and the variation is necessary to do so.**

- e. The alleged difficulty or hardship is caused by this Ordinance and has not been created by any persons presently having an interest in the property.

**The Zoning Ordinance causes the need for the variation in that it fails to take into consideration shared parking but rather requires parking based on the maximum number for each tenant.**

- f. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

**With the provision of valet parking, customer and employee parking will be accommodated in a safe and convenient manner.**

- g. The granting of the variation will not alter the essential character of the neighborhood or locality.

**A restaurant at this location is consistent with other uses in the area. As noted, with a parking management plan, the restaurant will be convenient and safe for all customers.**

- h. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion of the public streets, or increase the danger of fire, or impair natural drainage or create drainage problems on adjacent properties, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

**The granting of this variation does not affect the supply of light and air to the property.**

- i. The proposed variation is consistent with the official Comprehensive Plan of the Village of Burr Ridge and other development codes of the Village.

**The Comprehensive Plan recommends commercial use of this property. Thus, the variation to accommodate a restaurant is consistent with the Comprehensive Plan.**



As per Section XII.K.7 of the Village of Burr Ridge Zoning Ordinance, for a special use to be approved, the petitioner must confirm all of the following findings by providing facts supporting each finding.

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

The restaurant provide dining and entertainment activities which is unique in Burr Ridge.

- b. **The establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.**

The restaurant will be operated professionally and in compliance with all local and state codes.

- c. **The special use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood in which it is to be located.**

Restaurants in general are located throughout the Downtown Burr Ridge area and a successful restaurant of this nature will improve property values for other commercial landlords and tenants.

- d. **The establishment of the special use will not impeded the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The proposed use will complement the continued success of Downtown Burr Ridge.

- e. **Adequate utilities, access roads, drainage and/ or necessary facilities have been or will be provided.**

Adequate utilities, access roads, drainage and other facilities are already provided for this and similar businesses.

- f. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

Affirmed; County Line Square is a well planned shopping center with multiple points of ingress and egress.

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

The Comprehensive Plan recommends continued commercial use and the proposed use is consistent with the Plan.

- h. **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.**

With the exception of a parking variation being concurrently proposed the restaurant will comply with all other regulations.



**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: Village of Burr Ridge	Contact Name: Marc Loftus
Address: 7660 County Line Road, Burr Ridge, IL 60527	Phone:  E-Mail: mloftus@burr-ridge.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions Section 5 is amended to state that Customer shall not be required to pay the first Usage Fee until net thirty (30) days from completion of the Installation Services. Pursuant to Section 6.3, In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period
---	---

# flock safety

Name	Price	QTY	Subtotal
Wing Camera Intigration Quarter 4 Promotion	\$468.00	42	\$19,656.00
Wing Camera Installation	\$1,000.00	1	\$1,000.00

Subtotal      **\$20,656.00**

**Total      \$20,656.00**

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

<b>Flock Group Inc</b>	<b>Customer:</b>
By: Name: Alex Latraverse Title: _ VP of Growth Date: 12/09/2020	By: Name: Title: _ Date:

## EXHIBIT A

### Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

# flock safety

## GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

**WHEREAS**, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

# flock safety

1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## 2. FLOCK SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

# flock safety

**2.4 Usage Restrictions.** The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“Permitted Purpose”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

## **2.7 Installation Services.**

**2.7.1 Designated Locations.** Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing

# flock safety

foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

**2.7.2 Agency's Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.7.3 Flock's Installation Obligations.** The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

**2.7.4 Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [hello@flocksafety.com](mailto:hello@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

**2.10 Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.



# flock safety

## 3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

**3.1 Agency Obligations.** Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

## 4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

**4.1 Confidentiality.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.



# flock safety

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

## 5. PAYMENT OF FEES

**5.1 Fees.** Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera

# flock safety

offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

**5.2 Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

**5.4 No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

## 6. TERM AND TERMINATION

**6.1 Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.2 Agency Satisfaction Guarantee.** At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

**6.3 Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

# flock safety

**6.4 Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

**6.5 No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

**6.6 Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

**7.1 Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

# flock safety

LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**7.5 Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

## 8. LIMITATION OF LIABILITY AND INDEMNITY

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

**8.4 Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

# flock safety

## 9. RECORD RETENTION

**9.1 Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

## 10. MISCELLANEOUS

**10.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

**10.3 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

**10.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

**10.5 Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

**10.7 Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

# flock safety

Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**10.11 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.12 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.





VILLAGE OF  
**BURR RIDGE**  
A VERY SPECIAL PLACE  
7660 County Line Rd. - Burr Ridge, IL 60527  
(630) 654-8181- Fax (630) 654-8269 - [www.burr-ridge.gov](http://www.burr-ridge.gov)

Gary Grasso  
Mayor

8D

December 8, 2020

Mayor Gary Grasso and Board of Trustees  
7660 County Line Road  
Burr Ridge, Illinois 60527

**Re: Z-12-2020: 7512 County Line Road (Giadla); Text Amendment, Special Use and Findings of Fact**

Dear Mayor and Board of Trustees:

The Plan Commission transmits its recommendation to approve a request by Peter Giadla for a special use approval to permit a medical office in an existing building (7512 County Line Road) in the T-1 Transitional District.

After due notice, as required by law, the Plan Commission held a public hearings on October 19, 2020 and September 21, 2020. The petition is the property owner and is seeking to lease to a chiropractor.

The petition initially requested a text amendment to allow smaller medical offices to be reclassified as permitted uses. Due to parking, traffic, and other concerns, the Plan Commission found that the text amendment reclassifying medical offices as a permitted use was not appropriate in the T-1 District. The petitioner thus withdrew the text amendment.

In regards to the special use approval for a medical office at 7512 County Line Road, the Plan Commission determined that this special use satisfies the findings of fact. There was concern regarding the rear yard buffer and drainage and the petitioner agreed to work with staff and the neighbors to improve this part of the property. After the Plan Commission hearing, the petitioner met on site with staff and with the neighbors and developed a final plan for the rear yard buffer area (see attached).

Based on the above considerations and the submitted findings of fact, the Plan Commission, by a vote of 7 to 0, ***recommends that the Board of Trustees approve*** this petition subject to the following conditions:

1. The special use permit shall be limited to Balance Chiropractic Medicine at 7512 County Line Road in a manner consistent with the submitted site and business plan, and shall be null and void at such time that Balance Chiropractic Medicine no longer occupies the space at 7512 County Line Road or at which time there is an assignment or termination of the lease for the space at 7512 County Line Road.

Mayor Gary Grasso and Board of Trustees  
December 8, 2020

2. The business hours of Balance Chiropractic Medicine shall be limited to 7:00am-6:00pm on Monday-Friday, 7:00am-3:00pm on Saturday, and closed on Sunday.
3. The petitioner shall create a landscape plan that shall be approved by staff and neighboring property owners that accounts for light, noise, and drainage mitigation along the western property line. All property owners and residents who live on the east side of Drew Avenue between 75<sup>th</sup> Street and 77<sup>th</sup> Street shall be notified of said plans and receive the opportunity to comment on said proposal by the petitioner.

Sincerely,

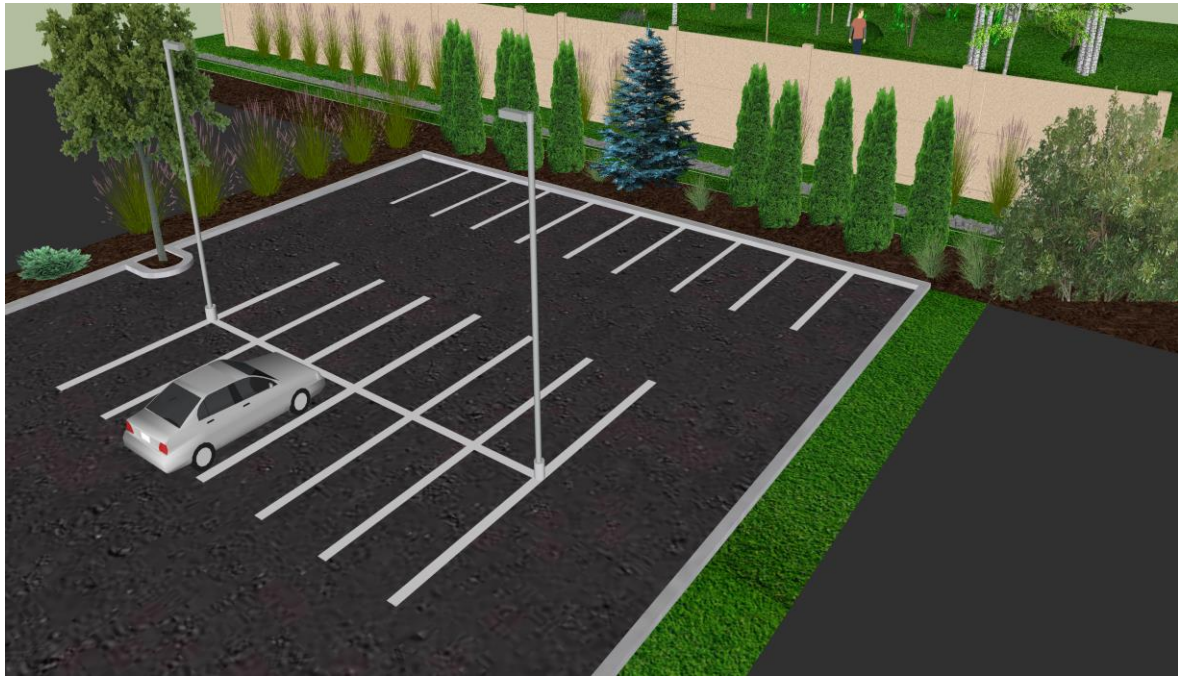
Greg Trzupek, Chairman  
Plan Commission/Zoning Board of Appeals



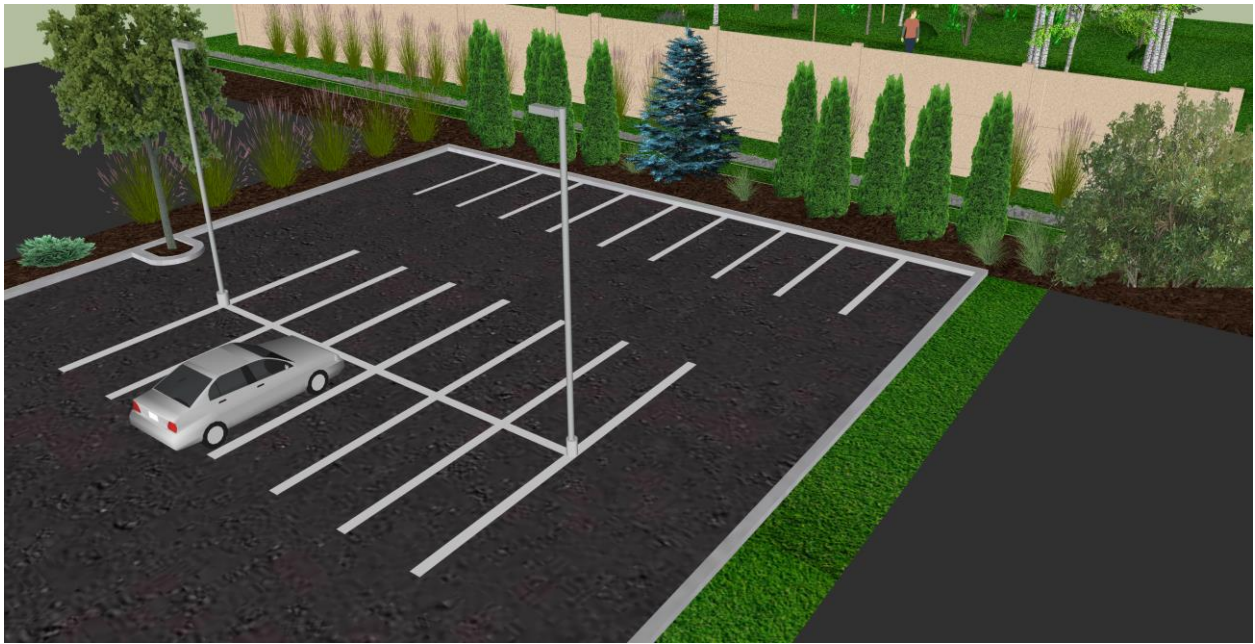
## BACK AREA RENDERING











# EXHIBIT A



## FINDINGS OF FACT FOR AN AMENDMENT TO THE VILLAGE OF BURR RIDGE ZONING ORDINANCE

Section XIII.J of the Village of Burr Ridge Zoning Ordinance requires that the Plan Commission determine compliance with the following findings in order to recommend a text amendment to the Zoning Ordinance. The petitioner must respond to and confirm each of the following findings by indicating the facts supporting such findings.

- a. The amendment is compatible with other standards and uses of the Zoning Ordinance;

Yes, current properties to both north and south of the subject property occupied by similar uses within the T1 Zoning.

We are hereby requesting text amendment to allow business of 3,000 square feet and less to be exempt from subsequent special use process and allow general office, as well as other businesses offering medical, dental, psychological, counseling, chiropractic, rehabilitation, and financial services or other similar uses at the premises of 7512 S. County Line Rd., Burr Ridge, IL.

- b. The amendment fulfills the purpose and intent of the Zoning Ordinance;

Yes, the amendment would maintain consistency of the uses in the immediate area along frontage road.

(Please transcribe or attach additional pages as necessary)





Findings of Fact – Special Use  
Burr Ridge Zoning Ordinance

**Address:**

7512 S. County Line Rd., Burr Ridge, IL

As per Section XII.K.7 of the Village of Burr Ridge Zoning Ordinance, for a special use to be approved, the petitioner must confirm all of the following findings by providing facts supporting each finding.

- a. The use meets a public necessity or otherwise provides a service or opportunity that is not otherwise available within the Village and is of benefit to the Village and its residents.  
Yes, the use meets public necessity and is of benefit to the Village and its residents.
- b. The establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.  
Correct.
- c. The special use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood in which it is to be located.  
Correct.
- d. The establishment of the special use will not impeded the normal and orderly development and improvement of the surrounding property for uses permitted in the district.  
Correct.
- e. Adequate utilities, access roads, drainage and/ or necessary facilities have been or will be provided.  
Yes, already in existence.
- f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.  
Yes, already in existence.
- g. The proposed special use is not contrary to the objectives of the Official Comprehensive Plan of the Village of Burr Ridge as amended.  
Correct. Similar uses already in place north and south of current property.
- h. 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.  
Yes.



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

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

**Gary Grasso**  
Mayor

8E

TO: Evan Walter, Interim Village Administrator

FROM: Shirley Benedict, Principal Office Assistant

DATE: November 24, 2020

SUBJECT: 2021 Regular Meeting Dates

The following is a list of 2021 Regular Meeting dates of the Mayor and Board of Trustees for their approval.  
All meetings begin at 7:00 p.m.

Monday January 11  
Monday January 25  
Monday February 8  
Monday February 22  
Monday March 8  
Monday March 22  
Monday April 12  
Monday April 26  
Monday May 10  
Monday May 24  
Monday June 14  
Monday June 28  
Monday July 12  
Monday July 26  
Monday August 9  
Monday August 23  
Monday September 13  
Monday September 27  
Monday October 11  
Monday October 25  
Monday November 8  
Monday November 22  
Monday December 13  
Monday December 27 (Not Scheduled)

## VILLAGE OF BURR RIDGE

## ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 12/14/2020

PAYMENT DATE: 12/15/2020

FISCAL 20-21

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	\$ 129,001.14	\$ 129,001.14
23	Hotel/Motel Tax Fund	20.61	20.61
31	Capital Improvements Fund	12,823.99	12,823.99
32	Sidewalk/Pathway Fund	42,417.84	42,417.84
34	Storm Water Management Fund	1,494.50	1,494.50
51	Water Fund	299,984.54	299,984.54
52	Sewer Fund	44,523.65	44,523.65
61	Information Technology	18,083.73	18,083.73
71	Police Pension Fund	3,097.50	3,097.50
	TOTAL ALL FUNDS	<u>\$ 551,447.50</u>	<u>\$ 551,447.50</u>

## PAYROLL

PAY PERIOD ENDING November 14, 2020 &amp; PAY PERIOD ENDING November 28, 2020

	TOTAL
	PAYROLL
Board	\$ 2,078.73
Administration	93,969.75
Finance	15,830.04
Police	227,953.83
Public Works	40,876.81
Water	49,016.64
Sewer	15,304.19
TOTAL	<u>\$ 445,029.99</u>
GRAND TOTAL	<u><u>\$ 996,477.49</u></u>

12/09/2020 04:21 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 12/14/2020 - 12/14/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 1/7

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 0000 Assets, Liabilities, Fund Bal					
10-0000-22-2203	Veteran's Memorial Landscaping	Gregorio Gonzalez	10/16/20	1935	1,424.00
Total For Dept 0000 Assets, Liabilities, Fund Ba.					1,424.00
Dept 1010 Boards & Commissions					
10-1010-40-4040	Due & Subscriptions	Chicago Metropolitan Agenc	11/04/20	FY2021-033	402.90
10-1010-40-4040	Chicago Tribune - Four weeks	Chicago Tribune	10/27/20	10/27/20	27.72
10-1010-50-5010	Labor General	Clark Baird Smith LLP	10/31/20	13227	5,638.75
10-1010-50-5010	Legal Services Oct	Storino, Ramello, & Durkir	11/19/20	11/19/20	26,259.73
10-1010-50-5015	Prosecution Services Oct	Storino, Ramello, & Durkir	11/19/20	11/19/20	2,387.00
10-1010-50-5030	Cell Phone Reimbursement	Gary Grasso	12/07/20	12/07/20	50.00
10-1010-80-8010	Public/Employee Relations	FedEx	10/28/20	7-163-83572	19.70
10-1010-80-8010	Supplies for Retirement Receptio	Julie Tejkowski	11/11/20	11/11/20	146.45
10-1010-80-8010	25th Anniversary Gift	Scribes, Inc	11/03/20	57785	169.58
10-1010-80-8020	Recording Fees	DuPage County Recorder	11/05/20	40209492	274.00
Total For Dept 1010 Boards & Commissions					35,375.83
Dept 2010 Administration					
10-2010-40-4041	Employee Recruitment Expense Adm	Premier Occupational Healt	11/03/20	93571	105.00
10-2010-40-4042	Admin/Finance Lunch Meeting	Jimmy Johns	11/18/20	948299100	38.82
10-2010-50-5030	Telephone Admin	Verizon Wireless	11/13/20	9865431070	298.28
10-2010-50-5075	Inspections Oct	B&F Construction Code Serv	11/09/20	13625	480.00
10-2010-50-5075	Inspections Nov	B&F Construction Code Serv	12/04/20	13751 Nov20	450.00
10-2010-50-5075	Plan Reviews Nov	Don Morris Architects P.C.	11/30/20	11/30/20	2,917.50
10-2010-50-5075	Inspections Nov	Don Morris Architects P.C.	11/30/20	11/30/20	3,210.00
10-2010-60-6000	WAU 91904 White Card Stock	Runco Office Supply	11/24/20	809040-0	12.99
10-2010-60-6000	62013 Clear sheet protectors	Runco Office Supply	11/24/20	809040-0	7.49
10-2010-60-6010	Certificate Paper for business l	Baudville, Inc.	10/22/20	3697738	197.76
10-2010-60-6020	Gasoline & Oil Admin	DuPage County Public Works	11/18/20	2020-20F	20.56
Total For Dept 2010 Administration					7,738.40
Dept 4010 Finance					
10-4010-50-5020	Consulting Services	GovTemps USA, LLC	11/19/20	3626172	171.50
10-4010-50-5020	Consulting Services	GovTemps USA, LLC	11/26/20	3630267	784.00
10-4010-50-5020	Consulting Services	GovTemps USA, LLC	12/03/20	3634474	1,813.00
10-4010-50-5025	Annual Filing Postage	United States Postal Servi	10/30/20	10/30/20	44.50
10-4010-50-5030	Telephone Finance	Verizon Wireless	11/13/20	9865431070	47.41
Total For Dept 4010 Finance					2,860.41
Dept 4020 Central Services					
10-4020-50-5081	Insurance FSA Nov	Discovery Benefits, Inc.	11/30/20	0001260851	50.00
10-4020-50-5081	Insurance FSA Oct	Discovery Benefits, Inc.	10/31/20	0001240289	50.00
10-4020-50-5085	Vehicle Barriers Covid 19	ARX Perimeters, LLC	12/04/20	1043	5,700.50
10-4020-50-5085	Traffic Blocks Covid19	RoadSafe Traffic Systems,	10/31/20	RT272749	5,191.80
10-4020-60-6000	BSN 65639 Large Paper Clips	Runco Office Supply	11/24/20	809040-0	4.99
10-4020-60-6000	SAN 25005 Yellow highlighters	Runco Office Supply	11/24/20	809040-0	5.49
10-4020-60-6000	SWI 74701 Stapler	Runco Office Supply	11/24/20	809040-0	13.99
10-4020-60-6010	Kitchen Coffee Supplies PD	Commercial Coffee Service,	10/27/20	159238	239.20
10-4020-60-6010	Kitchen Coffee Supplies PD	Commercial Coffee Service,	11/17/20	159355	59.80
Total For Dept 4020 Central Services					11,315.77
Dept 5010 Police					
10-5010-40-4032	T Lesniak Uniform Allowance	JG Uniforms, Inc.	11/16/20	79069	149.95
10-5010-40-4032	Jacket replacement Cpl Firnsin	JG Uniforms, Inc.	11/16/20	79058	420.85



INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 12/14/2020 - 12/14/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police					
10-5010-40-4032	Jacket replacement Sgt Husarik	JG Uniforms, Inc.	11/16/20	79062	270.90
10-5010-40-4032	Jacket replacement Sgt Allen	JG Uniforms, Inc.	11/16/20	79064	270.90
10-5010-40-4032	R Wisch Uniform Allowance	JG Uniforms, Inc.	11/16/20	79065	117.50
10-5010-40-4032	K Garcia Uniform Allowance	JG Uniforms, Inc.	11/16/20	79068	253.50
10-5010-40-4032	Initial Issue Uniform - Murphy	JG Uniforms, Inc.	11/16/20	79070	447.15
10-5010-40-4032	Initial allowance for P. O'Kelly	JG Uniforms, Inc.	11/10/20	78845	195.00
10-5010-40-4032	Initial allowance for T. Madler	JG Uniforms, Inc.	11/10/20	78840	175.00
10-5010-40-4032	Initial allowance for P. Patla	JG Uniforms, Inc.	11/12/20	78974	35.00
10-5010-40-4032	Uniform Allowance Murphy. M	Mary Murphy	12/07/20	12/07/20	165.43
10-5010-40-4032	Uniform Allowance Overton	Ray O'Herron Co., Inc.	11/18/20	2066173	92.48
10-5010-40-4032	Anniversary Badge	SymbolArts, LLC	11/19/20	0362293	135.00
10-5010-40-4032	Badge - 436 Curved w/Pin	SymbolArts, LLC	11/17/20	0362086	100.00
10-5010-40-4032	Badge - 436 Flat w/Clip	SymbolArts, LLC	11/17/20	0362086	100.00
10-5010-40-4032	Badge - 439 Curved w/Pin	SymbolArts, LLC	11/17/20	0362086	100.00
10-5010-40-4032	Badge - 439 Flat w/Clip	SymbolArts, LLC	11/17/20	0362086	100.00
10-5010-40-4032	Badge - 435 Curved w/Pin	SymbolArts, LLC	11/17/20	0362086	100.00
10-5010-40-4032	Badge - 435 Flat w/ Clip	SymbolArts, LLC	11/17/20	0362086	100.00
10-5010-40-4032	Shipping	SymbolArts, LLC	11/17/20	0362086	47.75
10-5010-50-5020	Phlebotomy Services	Illinois Phlebotomy Service	11/08/20	1200	425.00
10-5010-50-5020	Other Professional Services	LexisNexis Risk Solutions	11/30/20	1267894-20201130	150.00
10-5010-50-5025	Postage PD	FedEx	10/28/20	7-163-83572	62.21
10-5010-50-5025	Postage PD	FedEx	11/04/20	7-170-89392	22.66
10-5010-50-5030	Telephone Police	Verizon Wireless	11/13/20	9865431070	969.06
10-5010-50-5050	Tech Assurance Plan	Axon Enterprise, Inc.	11/16/20	ST-1697151	1,808.80
10-5010-50-5051	Maintenance-Vehicles	B & E Auto Repair Service	11/24/20	138049	43.00
10-5010-50-5051	Maintenance-Vehicles	B & E Auto Repair Service	11/24/20	138057	27.95
10-5010-50-5051	Maintenance-Vehicles	B & E Auto Repair Service	11/25/20	138061	24.95
10-5010-50-5051	Maintenance-Vehicles	B & E Auto Repair Service	12/02/20	138096	27.95
10-5010-50-5051	Squad 1707 Maintenance	B & E Auto Repair Service	10/21/20	37831	83.60
10-5010-50-5051	Squad 2016 Maintenance	B & E Auto Repair Service	09/17/20	137584	33.00
10-5010-50-5051	Squad 1710 Maintenance	Willowbrook Ford	11/13/20	6337419	398.16
10-5010-50-5051	Maintenance-Vehicles	Willowbrook Ford	11/19/20	6337869	190.95
10-5010-50-5095	Document Shredding Services	Accurate Document Destruction	12/01/20	6396429	288.00
10-5010-50-5095	Other Contractual Services	District Recovery, Inc.	11/12/20	29060	265.00
10-5010-60-6000	Office Supplies	Amazon.com Credit	11/03/20	11281078766302607	25.48
10-5010-60-6000	Office Supplies	Amazon.com Credit	11/09/20	11102259197113065	43.70
10-5010-60-6010	#514 Fiberglass Brush with 7' Tu	Doje's Forensic Supplies	11/18/20	21997	57.00
10-5010-60-6010	#545 Large White Print Backing C	Doje's Forensic Supplies	11/18/20	21997	17.17
10-5010-60-6010	#556 Rubber Gelatin Lifters 5"x1	Doje's Forensic Supplies	11/18/20	21997	135.41
10-5010-60-6010	#555 Rubber Gelatin Lifters 5"x1	Doje's Forensic Supplies	11/18/20	21997	135.41
10-5010-60-6010	White Large Format Latent Cards	Doje's Forensic Supplies	11/18/20	21997	18.95
10-5010-60-6010	Operating Supplies	Liveview GPS Inc.	12/01/20	62705746151	41.90
10-5010-60-6020	Gasoline & Oil PD	DuPage County Public Works	11/18/20	2020-20F	7,057.18
Total For Dept 5010 Police					15,728.90
Dept 6010 Public Works					
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	09/29/20	393410	79.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	11/24/20	394597	79.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	12/01/20	394753	79.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	11/17/20	394451	79.18
10-6010-40-4040	Membership Weyant, H	American Public Works Assn	11/05/20	883223	25.00
10-6010-40-4041	Employee Recruitment Expense PW	Premier Occupational Health	11/03/20	93571	105.00

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-40-4042	I-Pass Replenishment	Illinois Tollway	10/21/20	039097	40.00
10-6010-50-5030	Telephone PW	Verizon Wireless	11/13/20	9865431070	407.73
10-6010-50-5050	Maintenance-Equipment	Courtney's Safety Lane, Ir	11/09/20	3015899	222.50
10-6010-50-5050	Maintenance-Equipment	Courtney's Safety Lane, Ir	11/16/20	3015910	81.00
10-6010-50-5050	Maintenance-Equipment	Courtney's Safety Lane, Ir	11/11/20	3015904	40.50
10-6010-50-5050	Maintenance-Equipment	Tredroc Tire Services LLC	11/18/20	7430042678	3,976.00
10-6010-50-5051	Maintenance-Vehicles	Rush Truck Centers, Chica	11/30/20	3021586775	130.12
10-6010-50-5051	Maintenance-Vehicles	Willowbrook Ford	11/17/20	6337644	169.95
10-6010-50-5053	Street Sweeping Cycle	Lakeshore Recycling System	11/15/20	PS346983	4,456.00
10-6010-50-5054	Maintenance-Lighting	Rag's Electric, Inc.	11/17/20	22710	3,475.05
10-6010-50-5054	Maintenance-Lighting	Rag's Electric, Inc.	11/04/20	22711	579.12
10-6010-50-5055	Maintenance - Traffic Signals	Meade Electric Company, Ir	11/30/20	694483	175.00
10-6010-50-5055	Maintenance-Rail Horn	Meade Electric Company, Ir	11/30/20	694713	152.03
10-6010-50-5065	Street Lighting-Electric	Constellation NewEnergy, I	11/23/20	3252050000 Nov20	1,464.05
10-6010-50-5065	Village Street Lights	Constellation NewEnergy, I	11/10/20	4153080065 Nov20	1,437.08
10-6010-50-5066	14 lbs. of Dirt loading & haulin	Tameling Grading	11/03/20	2297	4,900.00
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	09/29/20	393410	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	11/24/20	394597	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	12/01/20	394753	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	11/17/20	394451	4.50
10-6010-50-5095	PW Random Testing	Premier Occupational Healt	10/22/20	93010	135.00
10-6010-50-5097	Village Wide Stump Grinding	Desiderio Landscaping LLC	10/02/20	10176	1,734.00
10-6010-50-5097	Village Wide Stump Grinding	Desiderio Landscaping LLC	10/02/20	10177	2,121.52
10-6010-60-6010	Operating Supplies	Home Depot Credit Services	10/30/20	4024320	197.79
10-6010-60-6010	Operating Supplies	Menards - Hodgkins	11/09/20	62755	51.80
10-6010-60-6010	Covid-9 Supplies	Menards - Hodgkins	11/09/20	62755	35.30
10-6010-60-6010	Operating Supplies	Menards - Hodgkins	11/30/20	64387	136.58
10-6010-60-6010	Operating Supplies	Menards - Hodgkins	11/30/20	64400	8.99
10-6010-60-6020	Gasoline & Oil	Al Warren Oil Com., Inc.	11/20/20	W1352438	58.88
10-6010-60-6020	Gasoline & Oil	Al Warren Oil Com., Inc.	11/18/20	W1351923	709.50
10-6010-60-6020	Gasoline & Oil PW	DuPage County Public Works	11/18/20	2020-20F	3,595.06
10-6010-60-6041	Supplies-Vehicles	Menards - Hodgkins	11/09/20	62755	59.70
10-6010-60-6041	Supplies-Vehicles	Monroe Truck Equipment, Ir	10/05/20	330223	(174.42)
10-6010-60-6041	Supplies-Vehicles	Monroe Truck Equipment, Ir	10/29/20	330440	72.03
10-6010-60-6041	Supplies-Vehicles	Monroe Truck Equipment, Ir	11/10/20	330759	118.14
10-6010-60-6041	Supplies-Vehicles	Westown Auto Supply Co. Ir	11/11/20	88250B	26.45
10-6010-60-6042	Supplies-Streets	Tameling Industries	11/12/20	0149490	263.00
10-6010-60-6042	Supplies-Streets	Tameling Industries	12/03/20	0149900	105.00
10-6010-60-6043	Supplies-Trees	West Central Municipal Cor	11/13/20	0007053	5,124.00
Total For Dept 6010 Public Works					36,549.17
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Quarterly monitoring - PD	Alarm Detection Systems, I	11/08/20	156405-1037	298.92
10-6020-50-5052	Maintenance-Buildings	Cummins Sales and Service	11/30/20	F2-98831	445.00
10-6020-50-5052	VH- Low Glycol	Dynamic Heating & Piping C	11/08/20	203721	233.20
10-6020-50-5052	PD Humidifier Sensor	Dynamic Heating & Piping C	11/03/20	203717	233.20
10-6020-50-5052	VH Admin	Dynamic Heating & Piping C	10/28/20	203712	408.10
10-6020-50-5052	PD RTU #3	Dynamic Heating & Piping C	11/03/20	203718	504.40
10-6020-50-5052	Village Hall Maintenance	Dynamic Heating & Piping C	11/09/20	203719	1,002.00
10-6020-50-5052	VH Pneumatic Revisions	Dynamic Heating & Piping C	11/03/20	203716	3,680.00
10-6020-50-5052	Village Hall Maintenance	Dynamic Heating & Piping C	10/19/20	203702	466.40
10-6020-50-5052	PD Water Leak	Dynamic Heating & Piping C	10/26/20	203711	349.80

12/09/2020 04:21 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 12/14/2020 - 12/14/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 4/7

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6020 Buildings & Grounds					
10-6020-50-5052	Maintenance-Buildings	Goldy Locks, Inc.	11/12/20	688307	185.00
10-6020-50-5052	Maintenance-Buildings	Goldy Locks, Inc.	11/13/20	688342	1,570.00
10-6020-50-5058	Mat rentals - PD	Breens Inc.	11/24/20	394593	6.83
10-6020-50-5058	Mat rentals - VH & PW	Breens Inc.	11/24/20	394593	13.67
10-6020-50-5058	Mat rentals - PD	Breens Inc.	09/29/20	393406	6.83
10-6020-50-5058	Mat rentals - VH & PW	Breens Inc.	09/29/20	393406	13.67
10-6020-50-5058	Mat rentals - PD	Breens Inc.	12/01/20	394749	6.84
10-6020-50-5058	Mat rentals - VH & PW	Breens Inc.	12/01/20	394749	13.66
10-6020-50-5058	Mat rentals	Breens Inc.	11/17/20	394447	20.50
10-6020-50-5058	Covid-19 Deep Cleaning	Bullseye Cleaning Services	11/10/20	3890	1,595.00
10-6020-50-5058	Janitorial Services - Covid-19	Eco-Clean Maintenance, Inc	11/24/20	9164	999.00
10-6020-50-5058	Janitorial Services- Village wide	Eco-Clean Maintenance, Inc	11/24/20	9165	1,930.38
10-6020-50-5058	Holding Cell Cleaning & Refrig	Service Master	12/01/20	207383	324.00
10-6020-50-5080	Sewer PD	DuPage County Public Works	11/10/20	30506969-01 Jul-Sept	6.77
10-6020-50-5080	Utilities PW	Flagg Creek Water Reclamat	11/27/20	008917-000 Nov20	28.24
10-6020-50-5080	Village Hall	NICOR Gas	11/16/20	47025700007 Nov20	452.32
10-6020-50-5080	Public Works	NICOR Gas	11/10/20	22944400005 Nov20	182.15
10-6020-50-5080	Police Station	NICOR Gas	11/18/20	66468914693 Nov20	271.70
10-6020-50-5080	Rustic Acres	NICOR Gas	11/16/20	81110732419 Nov20	54.95
10-6020-60-6010	First Aid Supplies VH	AUCA Western First Aid & S	12/01/20	5-004551	103.02
10-6020-60-6010	35" Germ Shield	Government Forms and Suppl	11/24/20	0324938	542.40
10-6020-60-6010	Operating Supplies	Industrial Electric Supply	11/30/20	10654	98.75
10-6020-60-6010	Commercial Grade Gloves	L. A. Fasteners, Inc.	12/02/20	1-236984	79.80
10-6020-60-6010	Cubicle Barrier PD	Robotunits, Inc.	11/27/20	80023211	1,882.16
Total For Dept 6020 Buildings & Grounds					18,008.66
Total For Fund 10 General Fund					129,001.14
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5075	Gateway Signs	COMED	12/03/20	1153168007 Dec20	20.61
Total For Dept 7030 Special Revenue Hotel/Motel					20.61
Total For Fund 23 Hotel/Motel Tax Fund					20.61
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7080	2020 Road Program	Interra, Inc.	11/24/20	17121	4,015.00
31-8010-70-7080	2020 Road Program	Schroeder Asphalt Services	11/09/20	2020-334	8,808.99
Total For Dept 8010 Capital Improvement					12,823.99
Total For Fund 31 Capital Improvements Fund					12,823.99
Fund 32 Sidewalks/Pathway Fund					
Dept 8020 Sidewalks/Pathway					
32-8020-70-7052	Sidewalk/Pathway Projects	Burns & McDonnell	12/04/20	117628-8	2,738.82
32-8020-70-7053	Wood Replacement on 91st Street	G. Schultz Construction	11/06/20	3698	1,760.00
32-8020-70-7053	Blue Spruce Trees	ITrees.com, Inc.	11/04/20	3713	1,350.00
32-8020-70-7053	Sidewalk/Pathway Maint Project	Schroeder Asphalt Services	11/09/20	2020-334	36,569.02
Total For Dept 8020 Sidewalks/Pathway					42,417.84
Total For Fund 32 Sidewalks/Pathway Fund					42,417.84

12/09/2020 04:21 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 12/14/2020 - 12/14/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 5/7

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 34 Storm Water Management Fund					
Dept 8040 Storm Water Management					
34-8040-70-7051	Storm Water Management	Living Waters Consultants	11/13/20	2615	1,494.50
Total For Dept 8040 Storm Water Management					1,494.50
Total For Fund 34 Storm Water Management Fund					1,494.50
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	09/29/20	393410	83.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	11/24/20	394597	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	12/01/20	394753	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	11/17/20	394451	72.14
51-6030-40-4042	AWWA Dues	American Water Works Assn	10/21/20	0002109819	119.00
51-6030-50-5020	North Water Tower Cell Modem Rep	Automatic Control Services	07/14/20	4660	337.50
51-6030-50-5020	Cell Modem Power Supply	Automatic Control Services	09/28/20	4713	30.00
51-6030-50-5020	Professional Services	Automatic Control Services	11/24/20	4760	877.50
51-6030-50-5020	Guard Dog Program Mgmt Fee	PDC Laboratories, Inc.	08/28/20	19430630	250.00
51-6030-50-5020	Lead & Copper Rule Package	PDC Laboratories, Inc.	09/03/20	19436349	840.00
51-6030-50-5030	Well Pumping Line	AT&T	10/22/20	6303254209878	320.33
51-6030-50-5030	Telephone Water	Verizon Wireless	11/13/20	9865431070	471.28
51-6030-50-5030	Water Modems	Verizon Wireless	11/13/20	9865431070	184.02
51-6030-50-5067	Leak & Valve Assessment Reportin	M.E. Simpson Co. Inc.	11/30/20	36044	8,048.00
51-6030-50-5067	Maintenance-Distribution Systm	Schroeder Asphalt Services	11/09/20	2020-334	5,333.00
51-6030-50-5067	14 lbs. of Mixed Dirt Loading &	Tameling Grading	11/03/20	2296	4,900.00
51-6030-50-5067	14 lbs. of Dirt & Debris Loading	Tameling Grading	10/30/20	2295	4,900.00
51-6030-50-5070	Water Distribution Model	Crawford, Murphy & Tilly,	11/19/20	0212263	6,740.00
51-6030-50-5070	Tollway Relocation Project	Mackie Consultants, LLC	11/16/20	74346	1,300.00
51-6030-50-5080	Well #4	COMED	11/13/20	0029127044 Nov20	570.05
51-6030-50-5080	Pump Center	Dynegy Energy Services, LI	11/06/20	310428720111	4,433.08
51-6030-50-5080	Pump Center	NICOR Gas	11/10/20	47915700000 Nov20	83.00
51-6030-60-6010	Operating Supplies	Grainger, Inc.	11/06/20	9709122254	357.40
51-6030-60-6010	Operating Supplies	Grainger, Inc.	11/06/20	9709403761	342.60
51-6030-60-6010	Operating Supplies	Grainger, Inc.	11/17/20	9719171358	67.76
51-6030-60-6010	Operating Supplies	Grainger, Inc.	11/17/20	9719365695	196.56
51-6030-60-6010	Operating Supplies	Grainger, Inc.	11/19/20	9721869866	26.86
51-6030-60-6010	Operating Supplies	Grainger, Inc.	11/19/20	9722796191	92.00
51-6030-60-6010	Operating Supplies	Ozinga Materials, Inc.	10/30/20	121020	750.25
51-6030-60-6010	Operating Supplies	USA Blue Book	11/02/20	406955	24.68
51-6030-60-6010	Operating Supplies	USA Blue Book	11/02/20	07140	252.18
51-6030-60-6020	Gasoline & Oil Water	DuPage County Public Works	11/18/20	2020-20F	1,219.74
51-6030-60-6040	Supplies-Equipment	Core & Main LP	11/06/20	N297126	419.19
51-6030-60-6040	Supplies-Equipment	Underground Pipe & Valve C	11/30/20	046566	606.00
51-6030-60-6070	Water Purchases Nov	Village of Bedford Park	12/04/20	0020060000 Nov20	251,598.00
51-6030-70-7000	Meter Equipment	Core & Main LP	11/06/20	N297093	1,495.00
51-6030-70-7010	Water Main Replacement	Cecchin Plumbing & Heating	10/22/20	69902	2,500.00
Total For Dept 6030 Water Operations					299,984.54
Total For Fund 51 Water Fund					299,984.54
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	09/29/20	393410	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	11/24/20	394597	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	12/01/20	394753	24.63

12/09/2020 04:21 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 12/14/2020 - 12/14/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 6/7

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	11/17/20	394451	24.63
52-6040-50-5030	Sewer Modems	Verizon Wireless	11/13/20	9865431070	30.67
52-6040-50-5068	Sanitary Lift Station Maintenance	Metropolitan Industries, I	11/23/20	022951	811.00
52-6040-70-7010	MWRD Program	RJN Group, Inc.	11/19/20	349712	43,583.46
Total For Dept 6040 Sewer Operations					44,523.65
Total For Fund 52 Sewer Fund					44,523.65
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-40-4040	Streaming Services	Hulu, LLC	10/27/20	10/27/20	64.98
61-4040-50-5020	Video Editing - Mayor Message Du	Electric Brain Media, LLC	11/29/20	11/29/20	500.00
61-4040-50-5020	Video Editing 11/23/20 Board Mee	Electric Brain Media, LLC	11/29/20	11/23/20	240.00
61-4040-50-5020	Record November Board Meetings	Garron, Fernando	11/23/20	11/23/20	650.00
61-4040-50-5020	Remote IT Support	Orbis Solutions	11/19/20	5570854	1,550.00
61-4040-50-5020	Remote IT Support	Orbis Solutions	12/01/20	5570899	4,800.00
61-4040-50-5030	Mobile Data Services	Verizon Wireless	11/13/20	9865431070	36.00
61-4040-50-5061	GIS Monthly Services	Cloudpoint Geospatial	11/30/20	002676	1,950.00
61-4040-50-5061	Email Management	Constant Contact	11/05/20	313916369	21.25
61-4040-50-5061	Police Photo Lineup Software	eLineup LLC	12/07/20	878	600.00
61-4040-50-5061	Microsoft 365 Annual Subscriptio	Microsoft	10/10/20	10/10/20	106.24
61-4040-50-5061	3 Windows 10 Pro - Upgrades	Orbis Solutions	12/01/20	5570899	300.00
61-4040-50-5061	Cyber Attack Prevention Software	Orbis Solutions	12/01/20	5570899	650.00
61-4040-50-5061	Video Conferencing	Zoom Video Communications,	11/01/20	49751309	14.99
61-4040-60-6010	(2) Wireless Keyboard/Mouse	Amazon.com Credit	11/13/20	11302589846708261	183.64
61-4040-60-6010	(2) Laptop Replacement Charging	Amazon.com Credit	11/13/20	11331568031470601	62.72
61-4040-60-6010	Wireless Keyboard/Mouse replacem	Amazon.com Credit	10/22/20	11327048279498649	95.00
61-4040-60-6010	(2) Cisco CP 7945 Phones	Amazon.com Credit	10/22/20	11363194096068242	178.00
61-4040-60-6010	Memory Thumb Drives	Amazon.com Credit	11/06/20	11353073825400209	117.99
61-4040-60-6010	HDMI Cables for Monitor	Orbis Solutions	12/01/20	5570899	10.00
61-4040-60-6010	Replacement Batteries for Video	Orbis Solutions	12/01/20	5570899	369.00
61-4040-60-6010	WFH Monitor Benedict, S	Orbis Solutions	12/01/20	5570899	140.00
61-4040-60-6010	Liquid Tight 30 ft	Orbis Solutions	12/01/20	5570899	35.00
61-4040-60-6010	HP W2110X - black	Runco Office Supply	11/16/20	808123-0	179.98
61-4040-60-6010	HP W2111X - cyan	Runco Office Supply	11/16/20	808123-0	193.98
61-4040-60-6010	HP W2112X - yellow	Runco Office Supply	11/16/20	808123-0	193.98
61-4040-60-6010	HP W2113X - magenta	Runco Office Supply	11/16/20	808123-0	193.98
61-4040-70-7000	3 Dell Inspiron 15" Laptops	Orbis Solutions	12/01/20	5570899	4,647.00
Total For Dept 4040 Information Technology					18,083.73
Total For Fund 61 Information Technology Fund					18,083.73
Fund 71 Police Pension Fund					
Dept 4050 Police Pension					
71-4050-80-8099	Police Pension Matter	Clark Baird Smith LLP	10/31/20	13227	3,097.50
Total For Dept 4050 Police Pension					3,097.50
Total For Fund 71 Police Pension Fund					3,097.50

12/09/2020 04:21 PM  
User: asullivan  
DB: BURR RIDGE

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
POST DATES 12/14/2020 - 12/14/2020  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
		Fund 10 General Fund			129,001.14
		Fund 23 Hotel/Motel Tax Fund			20.61
		Fund 31 Capital Improvements Fund			12,823.99
		Fund 32 Sidewalks/Pathway Fund			42,417.84
		Fund 34 Storm Water Management F			1,494.50
		Fund 51 Water Fund			299,984.54
		Fund 52 Sewer Fund			44,523.65
		Fund 61 Information Technology F			18,083.73
		Fund 71 Police Pension Fund			3,097.50
Total For All Funds:					551,447.50