



**REGULAR MEETING
MAYOR & BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE
VILLAGE HALL - BOARD ROOM**

AGENDA

**MONDAY, JUNE 14, 2021
7:00 P.M.**

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**

**In Remembrance: David Allen
Former Village Trustee (2005 – 2011)**

- 3. PRESENTATIONS AND PUBLIC HEARINGS**
- 4. CONSENT AGENDA**

All items listed with an asterisk (*) are considered routine by the 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 May 24, 2021**
- B. * Receive and File Economic Development Committee of June 2, 2021**
- C. * Receive and File Plan Commission of June 7, 2021**

- 6. ORDINANCES**

- 7. RESOLUTIONS**

- A. Consideration of Resolution of Appreciation Recognizing Retirement After 32 Years of Dedicated Service to the Village of Burr Ridge – James Lukas**
- B. * Adoption of A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement Between the Village of Burr Ridge, the Village of Willow Springs and the Justice-Willow Springs Water Commission**

Public Comment: Public comments will be accepted prior to or during the meeting. Written public comments shall identify the specific agenda item or if intended as a general public comment under Public Comment. Public comments may also be made during the meeting when discussing specific items on the agenda. Any person seeking to address the Board on topics not on the agenda may do so during Section 9 – Public Comment.

8. CONSIDERATIONS

- A. Consideration of a Plan Commission Recommendation to Approve a Special Use for a Restaurant with Outdoor Dining and Alcoholic Beverage Sales and a Variation to Reduce the Number of Parking Spaces Required for a Restaurant (Z-01-2021: 312 Burr Ridge Parkway – Rovito/Andrews)
- B. Consideration of a Plan Commission Recommendation to Deny a Variation from the Zoning Ordinance to Permit a Fence in the Side Yard of a Single-Family Residential Home (V-03-2021: 16W361 95th Place (Angelov)
- C. * Approval to Hire Replacement Water & Wastewater Supervisor to Fill Vacancy Created by the Retirement of James Lukas
- D. * Approval to Hire Replacement Assistant Water Operator to Fill Vacancy Created by the Promotion of Peter Guth
- E. * Receive and File Resignation Letter of Records Specialist Heidi Nelson
- F. * Approval to Hire a Replacement Records Specialist to Fill the Vacancy Created by the Resignation of Heidi Nelson
- G. * Receive and File Resignation Letter of Acting Finance Director Amy Nelson
- H. * Approval of Employee Leasing Agreements with GovTempsUSA, LLC
- I. * Approval of Mayor Grasso's Recommendation to Re-Appointment Members to Standing Village Committees and Commissions
- J. * Approval of FY2022 Membership Dues in the DuPage Mayor's and Manager's Conference (DMMC) in the Amount of \$5,966.47
- K. * Approval of Purchase of a Key Tracing Box from Real Time Networks of Vancouver, British Columbia, in the Amount of \$14,545
- L. * Approval of Vendor List Dated June 14, 2021, in the Amount of \$239,106.82 for all Funds, plus \$184,644.66 for Payroll for the Pay Period Ending May 29, 2021 for a Grand Total of \$423,751.48, Which Includes Special Expenditures of \$22,420 to Kiesler's Police Supply for Four (4) Body Shields, and \$21,045.55 to ComEd for Transmission Line Tree Trimming

9. PUBLIC COMMENT

10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

11. CLOSED SESSION

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

12. ADJOURNMENT – NEXT MEETING JUNE 28, 2021 @ 7:00PM

June 14, 2021 Board Meeting – Staff Summary

6. ORDINANCES

7. RESOLUTIONS

A. Recognition of James Lukas Retirement

Attached is a Resolution of Appreciation for Public Works Water and Wastewater Supervisor James Lukas who is retiring on June 25, 2021. Jim has worked for the Village for 32 years, since June 1989. Jim's 32 years of service have seen many changes and advancements, both in his personal career and the growth and development of the Village. The attached Resolution provides a brief summary of Jim's many contributions to the Village of Burr Ridge. We thank him for his dedication to Burr Ridge and wish him well in retirement.

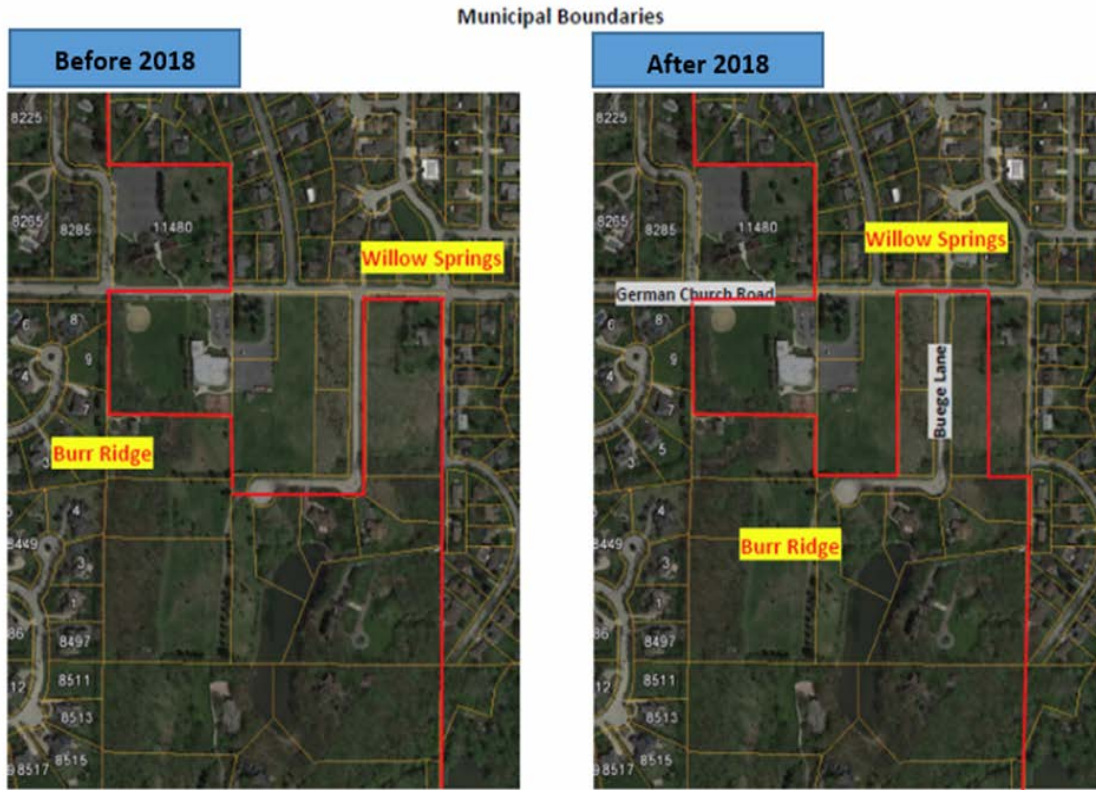
It is staff's recommendation: That the Resolution of Appreciation be adopted.

B. IGA with Willow Springs and Justice-Willow Springs Water Commission

On February 26, 2018, the Board of Trustees approved an IGA with the Village of Willow Springs. The agreement provided for the transfer of land between the two Villages as shown below. The properties are on the south side of German Church Road at Buege Lane. Subsequently, both Villages approved Ordinances disconnecting and annexing the parcels as per the agreement.

Soon after the transfer of land between the two Villages, the owner of the Malek property (between Buege Lane and Pleasantview Lane) subdivided their property with the Buege Lane side of the property in Burr Ridge and the Pleasantview Lane properties in Willow Springs. As part of the approval of the Plat of Subdivision, it was agreed that the Village of Willow Springs would provide sanitary sewer service for the Burr Ridge properties and that Justice Willow Springs Water Commission would provide water to the properties. The developer of the Malek property also agreed to make a complete street improvement for Buege Lane including both sides of the street and the end of the cul de sac as it extends west of the Malek property. Under the subdivision regulations, only that half of the street adjacent to the subdivision was required to be improved; said improvements have been completed.

The proposed IGA relates to the provision of utilities from one government body to properties under the jurisdiction of another. Specifically, it requires that Burr Ridge allow Willow Springs and the Water Commission the right to maintain their utilities in the Burr Ridge right of way (Buege Lane) and requires those entities to maintain the infrastructure and to bill and collect for services consistent with other customers within their respective jurisdictions. The agreement was prepared by the Village Attorney and has been approved in final by Willow Springs.



It is staff's recommendation: That the IGA be approved.

8. CONSIDERATIONS

A. Special Uses and Variation for Restaurant at 312 Burr Ridge Parkway

Please find attached a letter from the Plan Commission recommending approval of a request by Sandy Andrews and Filippo Rovito for a special use to permit a restaurant with 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 at 312 Burr Ridge Parkway in the B-1 Business District.

The petitioner requests approval to open a restaurant and bar with sales of alcoholic beverages and outdoor dining, to be called "Are We Live", at 312 Burr Ridge Parkway. The petitioner is also the owner and operator of Capri Ristorante at 324 Burr Ridge Parkway, nearby to the petition's subject property. The Plan Commission held two public hearings to discuss the petition on May 3, 2021 and June 7, 2021. The primary issues discussed were that of appropriate land use, parking, and operating hours, as well as the involvement of the property owner. The proposed restaurant would be 2,500 square feet in size, with seating for approximately 80 persons inside and approximately 15 persons outside. Significant public comment was received; all written statements have been included in the packet.

The Plan Commission recommended approval of the three separate requests required to open the restaurant as proposed, with specific conditions as follows:

Special Use (Restaurant with Alcoholic Beverage Sales); 7-0 Vote

1. The special use shall be limited to Filipo Rovito and shall be null and void should Filipo Rovito no longer have ownership interest in the restaurant consisting of approximately 2,500 square feet commonly known as 312 Burr Ridge Parkway.
2. Activity in the indoor restaurant area shall cease and all patrons shall vacate the premises no later than midnight on any given day.

Special Use (Outdoor Dining); 6-1 Vote

1. Activity in the outdoor dining area shall cease and all patrons shall vacate the premises no later than midnight on any given day.
2. The outdoor dining area shall comply with the Burr Ridge Municipal Code and Burr Ridge Zoning Ordinance in respect to ingress and egress as well as liquor control.
3. The outdoor dining plan and any remaining details be approved by staff.

Variation (Restaurant without Necessary Parking); 7-0 Vote

1. The County Line Square ownership shall apply for a PUD on the property within 30 days of the Plan Commission's recommendation (deadline of July 7, 2021).
2. The applicant and ownership remove the tent in the exterior vicinity of Capri Ristorante prior to the opening of the business known as Are We Live at 312 Burr Ridge Parkway.
3. The submission of a parking management plan subject to staff approval that includes:
 - a. A commitment to provide valet parking off-site, behind the building, or at the west end of the shopping center.
 - b. The reservation of four (4) parking spaces for valet parking that does not interfere with any drive aisles or fire lanes.
 - c. A commitment that employees be required to park off-site or behind the shopping center.

It is staff's recommendation: That the Board direct staff to prepare ordinances approving the special uses and the variation along with any desired conditions included.

B. Variation to Permit Fence in Side Yard

Please find attached a letter from the Plan Commission recommending denial of a request by Dimitar Angelov for a variation from Section IV.J.1.b of the Burr Ridge Zoning Ordinance to permit a fence in the side yards of a single-family residential lot rather than the requirement that fences be located only in the rear yard. The Plan Commission held a public hearing at their May 17, 2021 meeting.

The petitioner originally illegally erected a fence in the side yard, and when notified by staff of the code violation, the petitioner sought relief through a text amendment and then a variance. While the fence is located in a currently-prohibited side yard, it

is spike-topped, which is separately prohibited by the Zoning Ordinance. Even if a variation for the fence to be located in a side yard is approved, the fence will need to, at minimum, be modified to comply with the Village's fence elevation regulations. All code compliance enforcement is held in abeyance until the petitioner exhausts their administrative relief through the appeal process, which by Village statute represents the Plan Commission and Board of Trustees.

The Plan Commission concluded that the petition did not meet the Findings of Fact for a variation, noting that the petitioner did not demonstrate any unique evidence regarding the physical characteristics of the property that would create a hardship and preclude his ability to conform to the Zoning Ordinance. The property configuration and development is similar to many other properties in this neighborhood and throughout the Village. While there are many legally non-conforming fences in side or front yards of residential properties in the Oak Hill neighborhood (94th-96th Place), these structures are grandfathered in as they were erected prior to annexation into the Village. As alluded to previously, the property owner had previously requested a text amendment that would have allowed fences in side yards for all residential properties. The Plan Commission also recommended denial of that petition as well.

It is staff's recommendation: That the Board direct staff to prepare an Ordinance denying the requested zoning variation and continue code compliance enforcement as is permitted under Village statute.

C. Hire Replacement Water & Wastewater Supervisor

The Village Board, at its meeting on April 12, 2021, accepted the retirement letter of Jim Lukas, the Supervisor for the Water and Wastewater Division of the Public Works Department. Jim will vacate his position on June 25, 2021 and a resolution honoring his service is found on the current agenda.

This Supervisor position is mission critical to the Village and the Department in its management of distribution of potable water and collection of wastewater. The position requires the certification as a Water Operator and will be the Village's designated responsible-operator-in-charge to the Illinois EPA for the safety and maintenance of our water pumping and distribution system. The Supervisor provides professional and proactive responses to our residents, businesses, developers, and regulatory agencies regarding connections or extensions to our water and sewer systems, but most importantly responds to all emergencies arising from breaks and failures in these systems. The Director of Public Works recommends that an internal, highly-qualified candidate within the Department be promoted to the position of Supervisor in the Water & Wastewater Division. The current Assistant Water Operator, Peter Guth, has over eight years with the Village in his current role and has the proven experience, training, and certifications required to ascend into a supervisory position.

It is staff's recommendation: That the Board authorize the Director of Public Works to hire a replacement Water and Wastewater Division Supervisor.

D. Hire Replacement Assistant Water Operator

The promotion of Mr. Guth (subject to Board approval) would create a vacancy in the Assistant Water Operator position in Public Works. This position is essential to the Water and Wastewater Division as it assists the Supervisor with the daily operations and maintenance of the water pumping, distribution, and sewer systems, and assists in coordinating staff and contractors. This position is also important to the Utility Billing function of the Finance Department by coordinating water meter reading, meter replacement, and resolution of billing discrepancies. This classification requires an experienced individual having an Illinois EPA Class C Water Operator certificate to effectively support the Division Supervisor and complete the various responsibilities of the role.

It is staff's recommendation: That the Village Board authorize the Director of Public Works to fill the vacant Assistant Water Operator position.

E. Receive and File Resignation of Heidi Nelson

Please find attached a letter from Records Specialist Heidi Nelson tendering her resignation from the Police Department effective June 4, 2021.

It is staff's recommendation: That Heidi Nelson's resignation letter be accepted.

F. Hire Replacement Records Specialist

It is the recommendation of Police Chief Madden that the vacant position of Records Specialist in the Police Department be filled immediately. This position is vital to Police operations, ensuring that records are carefully maintained in accordance with State law and the Village's administrative adjudication program is managed effectively.

It is staff's recommendation: That filling the vacant Records Specialist position be approved.

G. Receive and File Resignation of Amy Nelson

Please find attached a letter from Acting Finance Director Amy Nelson tendering her resignation from the Finance Department effective June 11, 2021.

It is staff's recommendation: That Amy Nelson's resignation letter be accepted.

H. GovTemps Agreements

Attached are two Agreements with GovTempsUSA to hire two temporary accountants to assist with the Village's Finance Department at a cost of \$105 per hour. The consultants would assist in managing the operations of the Department, overseeing staff, while also carrying out several critical functions to ensure

continued service delivery, such as audit management, month-end accounting, bank reconciliations, and other core functions. The services of either/both consultants may be terminated at any time and for any reason.

It is staff's recommendation: That the agreements with GovTempsUSA be approved.

I. Re-Appointments to Village Committees and Commissions

Over the last two years, several of the appointment terms for members of the Village's standing committees and commissions have expired. The various members were contacted to verify their willingness to continue their appointments. Mayor Grasso has recommended reappointing the members for another term. A list of reappointments and new term expiration dates is included in the packet.

It is staff's recommendation: That Mayor Grasso's recommended reappointments to Village Committees and Commission be approved.

J. DuPage Mayor's and Manager's Annual Membership

Please find attached an invoice from the DuPage Mayor's and Manager's Conference (DMMC) for continued membership in the council of government in FY2022. The Village's membership in DMMC represents one of the most valuable organizations to which we belong, providing key policy leadership at the state and local level as well as access to grant opportunities that would not be possible but for the membership.

It is staff's recommendation: That the Village's membership in DMMC be renewed for FY2022 in the amount of \$5,966.47.

K. Purchase of Key Storage System

The Police Department is requesting approval to purchase a 64 key storage system from Real Time Networks, Vancouver, British Columbia. In the past, the police Fleet was able to be ordered "keyed alike", allowing for every officer to have a key to the fleet and for administration to have a sufficient number of back-up keys. Extra keys were affordable and easily purchased from Ford, locksmiths, or home improvement stores. As the Police fleet transitions to the Chevy Tahoe as its primary squad vehicle, the new vehicles are equipped with key fobs and push button start. "Key-alike" is no longer an option. Each vehicle comes with two key fobs. It is not feasible, logistically nor fiscally, to have enough key fobs for every vehicle, for every officer. Inevitably, keys tend to get lost or misplaced. Real Time Networks offers the Key Tracer system to manage key storage for our fleet, as well as other important keys used throughout the building and village (stop sign keys, traffic signal boxes, etc.). This system will be installed in the equipment check out area of the police department. The system from Real Time Networks is a sole source, due to the RFID fob technology used, which provides for real time inventory tracking of any item checked out of the system.

Staff recommends the purchase of the Real Time Networks Key Tracer 64 key system, which will be purchased from the Police donation account, in the amount of \$14,545 which includes installation.

It is staff's recommendation: That the key storage purchase be approved.

L. Vendor List of June 14, 2021

Attached is the vendor list dated June 14, 2021, in the amount of \$239,106.82 for all funds, plus \$184,644.66 for payroll for the pay period ending May 29, 2021, for a grand total of \$423,751.48, which includes special expenditures of \$22,420 to Kiesler's Police Supply for four (4) body shields, and \$21,045.55 to ComEd for transmission line tree trimming.

It is staff's recommendation: That the June 14, 2021 vendor list be approved.

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MAYOR AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE

May 24, 2021

CALL TO ORDER

The Regular Meeting of the Mayor and Board of Trustees of May 24, 2021, was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:01 p.m. by Mayor Gary Grasso.

PLEDGE OF ALLEGIANCE

Mayor Grasso asked Richard Morton, Burr Ridge resident, to lead the Pledge of Allegiance.

ROLL CALL

Roll call was taken by the Village Clerk and the results denoted the following present: Mayor Grasso and Trustees Franzese, Paveza, Snyder, Mital and Smith were present in the Board Room. Mayor Grasso asked for Board consensus to allow Trustee Schiappa to attend via Zoom which he received. Motion was made by Trustee Paveza, seconded by Trustee Mital to approve his remote attendance.

On Roll Call, Vote Was:

AYES: 5 -Trustees Paveza, Mital, Smith, Franzese, and Snyder

NAYS : 0 - None

ABSENT: 0 - None

ABSTAIN: 1 - Schiappa

There being five affirmative votes the motion carried.

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

PRESENTATIONS AND PUBLIC HEARINGS

There were no presentations or hearings.

CONSENT AGENDA – OMNIBUS VOTE

The Consent Agenda was read by Mayor Grasso and a motion was made to approve by Trustee Snyder, seconded by Trustee Mital that the Consent Agenda – Omnibus Vote (attached as Exhibit A) and the recommendations indicated for each respective item is hereby approved. Any item removed from the Consent Agenda is discussed by the Board, opened for public comment, and voted upon during this meeting.

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On Roll Call, Vote Was:

AYES: 6 - Trustees Snyder, Mital, Smith, Franzese Schiappa, and Paveza

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

APPROVAL OF REGULAR BOARD MEETING MINUTES OF MAY 10, 2021 was approved for publication, under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE PLAN COMMISSION OF MAY 3, 2021 were noted as received and filed under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE PLAN COMMISSION OF MAY 17, 2021 were noted as received and filed under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE ECONOMIC DEVELOPMENT COMMITTEE OF MAY 5, 2021 were noted as received and filed under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE PATHWAY COMMISSION OF MAY 13, 2021 were noted as received and filed under the Consent Agenda by Omnibus Vote.

APPROVAL OF RECOMMENDATION TO AWARD THE 2021 CRACK SEALING AND PARKING LOT SEAL COATING TO DENLER OF MOKENA, ILLINOIS, THROUGH THE MUNICIPAL PARTNERING INITIATIVE JOINT BID, IN AN AMOUNT NOT-TO-EXCEED \$90,000 the Board, under the Consent Agenda by Omnibus Vote, approved the Recommendation.

APPROVAL OF RECOMMENDATION TO AWARD THE 2021 PAVEMENT MARKING CONTRACT, THROUGH THE DUPAGE COUNTY DIVISION OF TRANSPORTATION JOINT BID, TO PRECISION PAVEMENT MARKINGS OF PINGREE GROVE, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$20,000 the Board, under the Consent Agenda by Omnibus Vote, approved the Recommendation.

APPROVAL OF RECOMMENDATION TO AWARD THE 2021 HYDRANT PAINTING CONTRACT TO G.O. PAINTERS, INC. OF MAYWOOD, ILLINOIS, THROUGH THE MUNICIPAL PARTNERING INITIATIVE JOINT BID, IN THE AMOUNT OF \$29,946 the Board, under the Consent Agenda by Omnibus Vote, approved the Recommendation.

APPROVAL OF RECOMMENDATION TO AUTHORIZE PAYMENT OF ANNUAL FEE FOR THE VIGILANT LEARN DATABASE IN THE AMOUNT OF \$5,200 the Board, under the Consent Agenda by Omnibus Vote, approved the Recommendation.

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APPROVAL OF VENDOR LIST DATED MAY 24, 2021 FOR FISCAL YEAR 2020-2021 IN THE AMOUNT OF \$336,495.93 FOR ALL FUNDS the Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List.

APPROVAL OF VENDOR LIST DATED MAY 24, 2021 FOR FISCAL YEAR 2020-2021 IN THE AMOUNT OF \$244,353.98 FOR ALL FUNDS, PLUS \$180,030.97 FOR THE PAY PERIOD ENDING MAY 15, 2021 FOR A GRAND TOTAL OF \$424,384.95 the Board, under the Consent Agenda by Omnibus Vote, approved the Vendor List.

CONSIDERATION OF AN ORDINANCE AMENDING THE BURR RIDGE MUNICIPAL CODE REGARDING PUBLIC PARTICIPATION AT MEETINGS

Village Administrator Evan Walter stated that at the request of Trustee Franzese at the May 10 Board meeting, staff developed a public participation policy for public meetings in the Village with the Village Attorney. Village Attorney Mike Durkin explained that this Ordinance was prepared in response to that request, establishing the following policies and procedures through amendments to Sections 2.67 and 2.68 of the Municipal Code:

(a) Any person who seeks to address the Village Board, at the time allotted by the Board for public comment, shall be permitted to speak only upon recognition by the presiding officer and such person shall adhere to the following rules:

- (1) Each person addressing the Village Board shall state his name for the record.
- (2) Any person or agent representing a committee, an organization or a group of residents, citizens or other persons shall identify officers or organizers of such committee, organization, or group, including disclosing whether the organizers or officers of such committee, organization or group are residents of Burr Ridge.
- (3) Each person shall be granted no more than five (5) minutes per meeting in order to address the Village Board, unless such time is extended by the presiding officer.
- (4) Questions and/or commentary shall be limited to municipal business.
- (5) Commentary shall be directed to the presiding officer, unless that officer permits the individual to address the Board members or other officers present.
- (6) Questions and/or commentary shall take place in a professional manner which displays mutual respect.
- (7) Profanity shall not be used in any form or manner.
- (8) Abusive language or personal attacks, including sexist, ethnic, racist or similar derogatory language, shall not be permitted.
- (9) The Village President/Mayor or presiding officer shall have the authority to terminate the public comments at any meeting of any person who violates these Rules and demand that person leave the meeting or cease participation therein.

(b) These Rules shall apply to all public comment, regardless of whether such public

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comment is presented by a person attending such meeting in-person or attending via telephone or via videoconferencing or whether such comments are presented in writing.

- (c) Members of the audience shall not engage in conversation or other actions either during or outside of the public comments portion of the actions during or outside of the public comments portion of the meeting that have the effect of disrupting the meeting.
- (d) Members of the audience will not be permitted free movement about the meeting room while meetings of the Village Board are in session. Members of the audience may enter and leave the meeting room at any time, provided such entrance or exit is made quietly and in an orderly fashion.
- (e) The presiding officer at each meeting of the Village Board or his/her designee shall be responsible for the enforcement of the provisions of this Section and shall be empowered to reprimand and/or expel any and all persons violating the provisions of this Section.

Mayor Grasso clarified that this policy does not change the time any meeting attendee could speak nor the content and substance of their input, but was all about a sense of decorum and respect in the Board room. Trustee Franzese stated he had asked for this modification and that it was unfortunate that he had to ask for a policy, but during the last two years during meetings of both the Board and the last Plan Commission, there were interruptions, speaking out of turn (and over those who had the floor), disparaging remarks about Village volunteers (who serve on committees to benefit the Village), and ethnic slurs. He said the intent with this policy is to keep meetings meaningful and respectful, and not to censure any content or infringe on the rights of others; and that he agreed with the proposed policy. Trustee Mital agreed that a code of conduct was needed and supported it. Trustee Paveza said he had seen a change in respectful commentary from previously held meetings during his tenure and agreed that a policy was needed now to keep the meetings civil. Trustee Schiappa agreed that tightening up regulations was needed, as he was also in attendance at the Plan Commission meeting where some attendees were loud, calling those who were speaking (and had the floor) names, as well as using derogatory comments. He added that everyone in the Board room should be respected.

Mayor Grasso asked for public comment.

Richard Morton, Burr Ridge resident, agreed that a policy was needed based on the defamation that has occurred during the past two years in meetings for both Board and residents alike. He agreed that the proposed policy does not limit any attendee's ability to make comments, and he did not oppose anything in the proposed policy. He felt that those attending via Zoom should not be anonymous, and that they should attend with the name, not an alias name or a phone number.

Elena Galinski, Burr Ridge resident, asked for clarification if the policy restricted when comments could be made when addressing specific agenda items or during public comment. Mayor Grasso said there were no changes to the current process, and the Village Attorney Mike Durkin confirmed, stating that Burr Ridge allows public comment throughout the meeting. No

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modifications of internal processes during the meeting were affected. Ms. Galinski appreciated that the process had not changed.

Ben Silver, a non-resident and attorney with the Citizen Advocacy Center, asked that the Board to table the policy until it is re-written in compliance with the Open Meetings Act and free speech protections of the first amendment as he said that the policy as it is written is unconstitutional.

Patricia Davis, Burr Ridge resident, asked for clarification about public comment as it related to the Consent Agenda. Village Attorney Mike Durkin confirmed that a meeting attendee could still remove an item off the Consent Agenda, but that the consent agenda is intended to limit discussion unless an item is removed. This ordinance is not intended to omit that process, which Mayor Grasso confirmed.

Trustee Paveza asked Mr. Durkin if the policy should be tabled for further review. Mr. Durkin said that he would just encourage the person in charge at any meeting to be cautious as not all speech is protected, but very little speech is unprotected. One cannot use the word “fire”, but to try to bring order to the meeting without expelling anyone whenever possible. Mayor Grasso stated that there is no intent to cut comments or debate, and that any comment is welcome in a respectful manner. Passion and emotion are allowed, but not disrespectful comments that disrupt the meeting. He also emphasized that the phony names and bad behavior at meetings are due to very few people and that most meeting attendees are respectful.

Ellen Raymond, Burr Ridge resident, encouraged the Board not to suppress freedom of speech.

Motion was made by Trustee Schiappa seconded by Trustee Mital to approve the Ordinance.

On Roll Call, Vote Was:

AYES: 6 - Trustees Schiappa, Mital, Smith, Franzese, Paveza, and Snyder

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes, the motion carried.

**CONSIDERATION OF APPROVAL TO HIRE SCHIFF HARDIN OF CHICAGO IL
(JOINTLY WITH THE VILLAGE OF WILLOWBROOK) FOR LEGAL SERVICES FOR
DISCOVERY AND INVESTIGATION INQUIRIES RELATED TO STERIGENICS**

Mayor Grasso explained that a recent report authored by the US EPA Inspector General found that senior officials at the US EPA stalled inspections by regional offices to monitor cancer-causing emissions of Ethylene Oxide (EtO) at the Willowbrook facility of Sterigenics in 2018 and 2019. The report also found US EPA officials delayed informing suburban residents about Ethylene Oxide emissions in Willowbrook. These revelations led to Mayor Frank Trilla of Willowbrook and Mayor Grasso issuing a joint statement promising their respective village residents a reckoning for the truth regarding Ethylene Oxide in our communities and holding those accountable for these failures. The Village Attorney’s office, under the direction of Mayor Grasso, proposed that the two

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Villages engage the law firm of Schiff Hardin, of Chicago, to perform legal discovery and investigate what options are available to the Villages against the US and state EPA's, including pursuing legal damages as a result of their actions in this matter.

Schiff Hardin proposed a budget of \$10,000 to perform this exploratory work. Mayors Trilla and Grasso discussed a 60/40 split of these fees between Willowbrook (\$6,000) and Burr Ridge (\$4,000). Other communities, such as Darien and Hinsdale, may also participate, thus lowering the overall cost to the Villages, but such agreements have not been considered by the respective governing bodies of Darien and Hinsdale at this time. A master agreement will be maintained by the Village of Willowbrook, with other communities providing reimbursement of their services. Schiff Hardin maintains a well-regarded environmental law practice and was engaged by the Village of Willowbrook during the early stages of the Sterigenics crisis, thus allowing special insight into the matter at hand. This consideration would allow the Mayor and/or Village Administrator to be empowered to enter into a partnership with Schiff Hardin for environmental legal services in the not to exceed amount of \$4,000.

Trustee Mital asked Village Administrator Evan Walter if he knew how much Burr Ridge had spent on this so far. Mr. Walter stated that it was about \$30,000. Trustee Franzese said that he was upset to hear that the air emission data was suppressed from the public, and he felt that it was in the best interest of the Village to pursue this fact-finding mission against the EPA, and that it might also help some residents and also those in surrounding communities.

Mayor Grasso asked for public comment. There was none.

Motion was made by Trustee Paveza seconded by Trustee Snyder to approve the Consideration.

On Roll Call, Vote Was:

AYES: 6 - Trustees Paveza, Snyder, Mital, Smith, Franzese, and Schiappa

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes, the motion carried.

CONSIDERATION OF A VARIATION FROM THE SUBDIVISION ORDINANCE TO PERMIT A GATED SUBDIVISION OF PINECREST COURT

Interim Village Administrator Evan Walter explained that the Village received a petition from the owners of all properties on Pinecrest Court to create a gated subdivision. The subdivision is located on the north side of Plainfield Road between County Line Road and the Tollway. Pinecrest Court is a six-lot subdivision that was developed in the late 1990s; three of the lots are developed, while three more are not presently occupied but are owned by property owners already living on Pinecrest Court. The subdivision is self-contained in that no other streets access Pinecrest Court for purposes of through-travel. The stated purpose of the request by the residents was to increase safety for the residents within the subdivision. All property owners with an interest in properties adjacent to Pinecrest Court are in favor of the proposed gate. In regards to gated subdivisions, Section IX.G of the Subdivision Ordinance states as follows:

Subdivision fences and entryway monuments are intended to be utilized as a decorative gateway features and to buffer rear and side yards from arterial streets. Subdivision fences and entryway monuments are not intended to enclose subdivisions and are not allowed as gates either for private or public streets.

The subdivision has an active HOA which is responsible for the maintenance of the street and other subdivision maintenance issues. There are no public streets or sidewalks in the subdivision which would be precluded from general access upon development of the proposed gate.

If approved the following planning requirements were recommended:

- The final location of the gate will be set back at least 60 feet from the roadway on the north side of Plainfield Road. This would allow for adequate distance for three cars to stack while queueing at the gate.
- The subdivision gate would be equipped with an optical receiver to allow for instant keyless access to the subdivision for emergency police and fire vehicles. The Police Department recommended that Federal Signal Opticon Emitters be used as the preferred brand; this is the same technology that is used on traffic signals throughout the Village to allow for emergency priority and actuate a green signal. Both Pleasantview Fire Protection District and the Village have no concerns regarding access control to the properties if a gate were installed according to these conditions.

Because the language affecting this petition is located in the Subdivision Ordinance, this petition does not require Plan Commission review and recommendation to be considered by the Board.

Aris Halikias, a resident of Burr Ridge on Pinecrest Court, stated that he and his sisters purchased the property twenty years ago and built their homes there as a private subdivision. They had asked for a gate at that time, but were denied. Over the years there has been an increase in disruptive issues due to the location by Plainfield and County Line Roads. He said that there have been commercial vehicles and snowplows who use Pinecrest to turn around and this is a private drive, (which is noted as such), but the sign has not deterred traffic. He also said his sister was accosted by a car that was parked on their street when she went to check if there was any problem. With the increase in snowplows, garbage trucks, and cars that pull in this drive to turn around or to use it as a waiting area, the family felt that it was time to request a gate again. He also cited more recent incidents which he indicated were both a nuisance and a potential threat to the safety of his family.

Trustee Snyder and Smith supported the gate with the changes indicated in the new Crime Law in Cook County. Trustee Franzese stated that cars loitering, and burglary incidents happen in every community these days, and that trucks and cars routinely turn around or loiter in his neighborhood as well. He also noted the lack of incidents/reports on any police records for Pinecrest Court. Trustee Franzese recommended that they consider installing cameras first, and they could then call the police as a back-up as well, and perhaps a gate could be considered later. Mr. Halikias said that he would be happy to install cameras in addition to the gate.

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Trustee Paveza expressed concern about the gate impacting the surrounding community development. Trustee Mital wanted confirmation that the concern was one of nuisance and not one of safety, which Mr. Halikias did confirm. Trustee Schiappa agreed with the gate installation as Pinecrest was off of a major street and intersection. Trustee Franzese expressed concern that approval of this request would likely set a precedent for other residents who have asked and been denied a gate.

Mayor Grasso asked for public comment.

Richard Morton, Burr Ridge resident, noted an incident where someone drove into his community late at night. They parked and were loud with offensive language. The Burr Ridge Police Department did a great job of handling the situation, and removing the trespassers, but he noted that with the new Crime Bill, that police can no longer force any trespasser to leave a property. He felt the gate request made sense at this time.

Ellen Raymond, Burr Ridge resident, asked if there was a fence around the parcel or a gate at the entrance and if this set any precedent. Mayor Grasso confirmed it was a gate on a private, gated drive and that each case that might come up to the Board in the future would be evaluated separately.

Motion was made by Trustee Paveza seconded by Trustee Snyder to approve the Consideration.

On Roll Call, Vote Was:

AYES: 4 - Trustees Paveza, Snyder, Smith, and Schiappa

NAYS : 2 - Trustees Mital and Franzese

ABSENT: 0 - None

There being four affirmative votes, the motion carried.

PUBLIC COMMENTS

Mayor Grasso asked for public comments. There were none.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

Trustee Mital said that the Village would have fireworks at Walker Park on July 3, and that movies at the Village Center would start on June 3. She said that an autumn event is currently being planned; more information on upcoming events could be found on the Village website.

Mayor Grasso mentioned an incident that occurred during the May 10 Board meeting, when he was being sworn in. A comment that was made via Zoom, where Patricia Davis said “F--king Goomba” when he was sworn in, which was very disrespectful, as both he and the Judge who swore him in were Italian Americans. He said as far as he was concerned Patricia Davis is no longer welcome in the Village after this very derogatory comment.

Mayor Grasso mentioned that the CDC has relaxed the mask requirement for those fully vaccinated. Businesses can request that masks be worn, and those fully vaccinated (meaning two

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weeks after their complete vaccination status) no longer must wear masks in most instances. Unvaccinated persons should continue wearing masks, and masks should be worn on public transportation and in areas such as nursing homes, hospitals, etc. He also reminded residents that May 31 is Memorial Day, a day for honoring military men and women who gave their lives for our country. He encouraged residents to take time that day to recognize those who gave all for the freedom we enjoy. Mayor Grasso also noted the successful Armed Forces Day which was held on May 15.

CLOSED SESSION

Motion was made by Trustee Snyder seconded by Trustee Mital to go into Closed Session.

On Roll Call, Vote Was:

AYES: 6 - Trustees Snyder, Mital, Smith Franzese, Schiappa, Paveza

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes, the motion carried.

CLOSED SESSION: THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY (5 ILCS 120/2©(1))

At 9:04 pm, roll call was taken by the Interim Village Administrator and the results denoted the following present: Mayor Grasso and Trustees Franzese, Paveza, Snyder, Mital and Smith were present in the Board Room. Trustee Schiappa was present via Zoom.

RECONVENED MEETING: CONSIDERATION OF SALARY ADJUSTMENT OF ACTING FINANCE DIRECTOR AMY NELSON

Motion was made by Trustee Mital seconded by Trustee Snyder to approve a salary adjustment of Acting Finance Director Nelson to an annualized salary of \$125,000 effective immediately.

On Roll Call, Vote Was:

AYES: 6 - Trustees Mital, Snyder, Paveza, Smith, Franzese, and Schiappa

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes, the motion carried.

Motion was made by Trustee Schiappa seconded by Trustee Mital that the meeting be adjourned.

On Roll Call, Vote Was:

AYES: 6 - Trustees Schiappa, Mital, Smith, Franzese, Paveza, and Snyder

NAYS : 0 - None

ABSENT: 0 - None

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The motion was approved by unanimous vote for the Board of Trustees and the meeting was adjourned at 9:06 pm.

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.

Susan Schaus
Village Clerk
Burr Ridge, Illinois

APPROVED BY the Mayor and Board of Trustees this ____ day of _____ 2021.

MINUTES
ECONOMIC DEVELOPMENT COMMITTEE MEETING
June 2, 2021

CALL TO ORDER: Mayor Gary Grasso called the meeting to order at 5:03. p.m. The meeting was held in person and on Zoom at the Village Hall.

ROLL CALL: **Present:** Mayor Gary Grasso, Trustee Tony Schiappa, Debbie Hamilton, Bhagwan Sharma, and Michael Simmons. Sam Odeh participated digitally by Zoom.

Absent: Mark Stangle, Kirsten Jepsen, Ramzi Hassan, and Paul Stettin

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

MINUTES: A **MOTION** was made by Mr. Simmons to approve the Minutes from the May 5, 2021 meeting. The **MOTION** was seconded by Mr. Sharma and approved by a vote of 6-0.

CONSIDERATION OF DOWNTOWN BUSINESS DISTRICT GOALS AND OBJECTIVES

CONSIDERATION OF DRAFT DOWNTOWN BUSINESS DISTRICT PLAN

Mayor Grasso asked if there was any objection to discussing the two items as they are related. Seeing none, he asked Mr. Beltran the results of his research into the local downtowns' tax rates. Mr. Beltran stated that Burr Ridge's tax rate was comparable to neighboring downtowns, especially when taking in the difference in restaurant/place of eating tax. Even with increased sales tax, it would be comparable for the Cook County municipalities. He also stated that the Business District Plan was updated to reflect a 1% sales tax, raising the Business District to \$50 million.

Mayor Grasso asked the Committee if it would drive down competitiveness of the local retail and restaurants. Mr. Simmons commented that he did not think anyone would notice. On a \$100 bill it would be only be another \$1, and those who come to Burr Ridge come for quality. Mr. Sharma agreed, and stated that there will be opposition regardless of the increase. Ms. Hamilton said that it would help values in the community because it will become more attractive to residents and businesses.

Mayor Grasso asked Mr. Walter what benefits it would have for the Village from an operational standpoint. Mr. Walter stated that the Business District would generate funds that are not competing for other priorities in the budget. Overall, those places with the best downtowns investment see higher property values. People want to live in those places. Additionally, the residents of Burr Ridge want a downtown that reflects its character, and it needs more investment to do that. Besides having funds for improvements, the Business District allows use of incentives that the Village otherwise would not be able to do.

Mr. Sharma asked for the breakdown of the numbers where the funds would go. Mr. Walter stated that those were in the packet, but most goes for infrastructure improvements and business incentives.

Mr. Odeh agreed with Mr. Walter that it was an investment. He also asked what the breakdown of customers in the downtown was between residents versus non-residents. Mr. Walter said it was difficult to track due to Burr Ridge not having its own zip code. Looking at geofencing data, most of Burr Ridge residents make frequent trips into the downtown; however, the majority of downtown visitors are not Burr Ridge residents.

Mayor Grasso stated capturing revenue from outside customers is always good for the Village. He asked if there was further discussion. Seeing none, he asked if there was a motion.

A **MOTION** was made by Mr. Simmons to recommend to the Village Board to adopt a Business District in the downtown with a 1% sales and hotel tax. **SECONDED** by Mr. Sharma. **Unanimously approved.**

OTHER CONSIDERATIONS

There were no other considerations.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

Mr. Sharma made the **MOTION** to adjourn the meeting to July 7, 2021 at 5:00 pm, **SECONDED** by Mr. Simmons. **APPROVED 6-0.** The meeting was adjourned at 5:25 pm.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Andrez Beltran". The signature is fluid and cursive, with the first name "Andrez" 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 JUNE 7, 2021

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 that I hereby declare that conducting an in-person meeting of the Burr Ridge Plan Commission/Zoning Board of Appeals on June 7, 2021 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: 7 – Broline, Petrich, Irwin, Stratis, Farrell, Parella, and Trzupek

ABSENT: 1 – Hoch

Village Planner Joe Arcus and Village Planner Doug Pollock were also present.

II. APPROVAL OF PRIOR MEETING MINUTES

A **MOTION** was made by Commissioner Irwin and **SECONDED** by Commissioner Broline to approve the minutes of the May 17, 2021 Plan Commission meeting.

ROLL CALL VOTE was as follows:

AYES: 7 – Irwin, Broline, Parella, Petrich, Farrell, 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 hearings on the agenda for the meeting.

Z-01-2021: 312 Burr Ridge Parkway (Andrews/Rovito); Special Uses, Variation, and Findings of Fact; continued from May 3, 2021

Chairman Trzupek asked for a summary of the petition. Mr. Pollock said that the petition includes a special use for a restaurant serving alcohol, a special use for outdoor dining, and a variation for reduced parking. The application materials include the application submitted by Ms. Sandy Andrews and Mr. Filippo Rovito, a statement by the ownership of County Line Square shopping center in support of the project, a business and bar plan, and the revised findings of fact. Mr. Pollock said that all materials were discussed at the previous meeting.

Chairman Trzupek asked the petitioner if there were any materials that needed to be revised before the discussion. Ms. Andrews clarified that no materials need to be revised.

Chairman Trzupek asked for public comments.

Mr. Neal Smith, 550 Warrenville Road, Suite 460, Lisle, IL, said he represented a coalition of residents including the Ambriance! Homeowners Association and other residents and businesses of Burr Ridge. Mr. Smith said that parking is a chronically bad situation at the County Line Square. He said the petitioner has not supplied sufficient information about the proposal's parking requirement. He said the agreement between Mr. Rovito and PACE has been utilized to justify parking variances in the past. Mr. Smith alleged that PACE's chief executive at the time may not have been authorized to enter into the agreement and the agreement may not be valid. Mr. Smith addressed the large tent in the parking lot at Capri Ristorante. He read the definition of hardship used for variations in the BRZO. He said that the current proposal does not meet the code for outdoor dining. He addressed the hours of operations and how several commissioners and residents were concerned about the hours of operations in the proposal.

Commissioner Irwin asked Mr. Smith if he was aware of a law or regulation governing PACE that prevents the chief executive from entering into an agreement like the subject agreement. Mr. Smith responded that he asked PACE in a FOIA and received no response. Commissioner Irwin asked Mr. Smith to clarify that he did not have a law or regulation showing PACE's board did not grant the chief executive the authority. Mr. Smith stated that he has received no rule, law, or regulation from PACE that shows that he has the authority to enter into an agreement. Commissioner Irwin asked Mr. Smith for the statute that requires the board to grant the chief executive that power. Mr. Smith responded that the board is the legally existing corporate authority for PACE. Commissioner Irwin stated that the presidents of companies enter into agreements all the time. Mr. Smith responded that corporate boards and shareholders authorize them to do that. Mr. Smith said the executive director of PACE could have been granted the authority to enter into agreements by his board, but he had not received that authorization. Commissioner Irwin stated that it would be unusual for the law to be framed that the executive director cannot enter into a binding agreement. Mr. Smith responded that the PACE board has the authority. He claimed to have not seen any documentation that the PACE board grants the executive director to enter into an agreement.

Chairman Trzupek asked if Mr. Smith has seen documentation that the executive director can enter into an agreement or cannot enter into an agreement. Mr. Smith responded that it would legally be very unusual for documents to say he cannot enter into an agreement, but there always has to be authority that he can because the underlying law says the board has that authority and the board must devolve that authority. Chairman Trzupek asked if Mr. Smith had seen the agreement that the Board formally did devolve the authority. Mr. Smith responded that he has not.

Commissioner Irwin asked what law says the executive director cannot enter into agreements without the board's consent or devolved authority. He asks for the statute. Mr. Smith responded that laws are not written negatively and that he can send Commissioner Irwin the statute. He said that executive directors often have that authority, but he searched for the documentation that the PACE board devolved that authority and could not find it.

Mike Mallen of Mallen and Associates, 105 Christina Circle, Wheaton, IL, said he represents several homeowners and existing businesses at County Line Square. He said the revised petition does not meet the standards set forth in the Burr Ridge Zoning Ordinance. He said the standard for parking variation does not sufficiently address the hardship for parking, the standard for reasonable return, the conditions at 312 Burr Ridge Parkway are no different from other shopping centers, and is for financial gain and is not unique to the property. He alleged that the owner of 312 Burr Ridge Parkway does not address his parking issue and the hardship is not caused by the Zoning Ordinance. He said the continued granting of parking variations and allowing restaurants with alcohol will alter the essential character of County Line Square and the Village of Burr Ridge. He said the granting of the variation will be detrimental to the public welfare and safety of adjoining residents and this was demonstrated by the concerns and written objection letters from adjacent homeowners and his clients. He said the proposed restaurant and variations will increase congestion and endanger the safety of customers. He said the petitioner has not provided sufficient materials on parking. He said the proposed variation is inconsistent with the comprehensive plan. He said the tent in the parking lot aggravates the parking issue. He said the special use for serving alcohol and outdoor dining does not meet the standards in the Zoning Ordinance.

Mark Thoma, 7515 Drew, asked staff to clarify the number of parking spaces needed. Mr. Pollock clarified that the previous tenant required 10 spaces and the proposed restaurant requires 38 spaces. The outdoor dining requires 10 spaces. Mr. Thoma said he is concerned about the parking. He said that through previous petitions the parking at County Line Road Square has been reduced by 56 spaces, most recently at Patti's Sunrise Café. He said there is no part of the parking management plan that addresses overflow parking. He said he does not frequent the County Line Square because of convenience due to parking issues especially in winter. He said there are six vacant units in the shopping center and that once these spaces are filled the parking at the center would be at overflow capacity.

Zach Mottl, resident of Burr Ridge, said that there are 70 letters of opposition to the proposal. Mr. Mottl said that the space is already built out without permits. He said he is unsure what the facility is and that it is a tavern not a restaurant. He said the facility will serve primarily drinks and very little food.

Patricia Forkin, 305 Ambriance Drive, is a member of the Ambriance! Board. Ms. Forkin presented ten petitions against the project from residents in the Ambriance! subdivision. She said that their major concerns are the parking and hours of operation. She said she would be in favor of a better parking situation.

Alice Krampits, 7515 Drew Ave, said there is not enough parking and is a problem at the County Line Square. Ms. Krampits said the shopping center was designed for retail as well as restaurants

and there was not enough parking included for new businesses. She said that if a business changes hours or a new business wants to come that the Plan Commission would have to say no.

Ellen Raymond, a resident of Burr Ridge, asked Commissioner Irwin if he was a lawyer. Commissioner Irwin responded that he is a lawyer. Ms. Raymond said that 70ILCS.3615 the Regional Transportation Authority Act established the Regional Transportation Authority as the financial and oversight body for PACE. She said the Act gives the authority to the PACE board to devolve authority to a chief executive. She said that public property cannot be given for private use and cited a recent case with the LaGrange Park District. Chairman Trzupek asked if there was nothing showing the local executive of PACE had the authority to sign the agreement. Ms. Raymond agreed. She introduced the Village of Burr Ridge Planning and Zoning workshop outline from January 9, 2019. She asked if when granting a variance staff will review a later parking plan.

Chairman Trzupek clarified that staff does not make recommendations and instead submits reports. Mr. Pollock responded that in previous petitions the parking management plan was to have valet parking and to park cars elsewhere. Chairman Trzupek said that staff may recommend conditions for the Commission to consider and that one of those conditions may be a parking management plan subject to staff review and approval.

Ms. Raymond asked if there were any changes to the current parking plan. Chairman Trzupek said there was not a new parking plan. Ms. Raymond said that it is the duty of the Plan Commission to be a deliberative decision making group to assess compliance with the impacts of zoning. She said the Commissioners cannot determine the impact without knowing the parking plan. Mr. Pollock responded that the Plan Commission gives staff very specific direction. He said that he is confident a positive vote on this plan will include specific direction concerning parking. Ms. Raymond asked if the Plan Commission can limit hours of operation. Chairman Trzupek responded that they can condition the hours of operation as part of a recommendation. Ms. Raymond asked to make conditions part of the public record especially in regards to live entertainment. Chairman Trzupek responded that the plan does not include live entertainment. Ms. Raymond reiterated previous comments concerning the definition of hardship. Chairman Trzupek agreed. Ms. Raymond said that the petitioner called the facility an upscale lounge and that tavern might be a better definition than a restaurant.

Robert Ivanelli, a non-resident, said that the parking requirement and approval process is excessive. He suggested that people utilize a ride-hailing app to get to the restaurant. He said there is not a parking problem at the restaurant.

Paul Jepsen, owner of Kirsten's Danish Bakery, said he has operated a business in the County Line Square shopping center since 1989. He said there is not a parking problem in the shopping center. Chairman Trzupek agreed.

Dr. Nikki Bektashi, resident of Ambriance!, said that she was misquoted in a newspaper about being in opposition to the proposal. Dr. Bektashi is in support of the proposal, even if it is a lounge.

Several audience members, including Mr. Rovito and Ms. Andrews, objected to the taking of videos concurrently to public testimony and while public comment that was being given. Chairman Trzupek reminded the audience that the Plan Commission is a public meeting, that photographs

are allowed, and to address the Plan Commissioners instead of members of the public in the audience.

Ms. Andrews said the PACE letter was written for Capri Ristorante and not Are We Live, and that it should not be considered in this proposal.

Mr. Smith said that in the last meeting he asked the owner that the owner of the County Line Square shopping center come to the Plan Commission meeting. He said that the parking situation at County Line Square was the origin of the issue and he must resolve it.

John Garber, representing the owner of County Line Square, said that parking seemed to be the issue during this conversation. He said that parking does not affect the Ambriance! Subdivision. He said that the property's ownership supports the project.

Commissioner Irwin asked that Mr. Garber apply for a parking PUD for the County Line Square shopping center. Mr. Garber said that he may engage that at a different time. He said he was at the Plan Commission meeting in support of the project. He said the ownership does not believe that parking is a problem. Chairman Trzupek reiterated this sentiment.

Filipo Rovito, an applicant, apologized for an earlier interruption. He said that Are We Live is not a nightclub and is a high-end lounge for people to have a cocktail or have a little food. He said that in his sixteen years of business there has not been a parking problem. He said when the tent comes down there will be more parking. He said his business starts after 5:30 PM after other businesses close.

Chairman Trzupek asked staff if the restaurant serving alcohol special use is still appropriate given Mr. Rovito's comment that Are We Live Is a high-end lounge. Mr. Pollock stated that as long as the facility serves food, has a kitchen, and provides food service up until an hour before closing they are consistent with the definition of a restaurant.

Commissioner Irwin asked how long Capri has used the PACE lot for overflow parking. Mr. Rovito said the agreement has been in place since 2015 and is supported by a letter. Commissioner Irwin asked if the use of the lot has ever been an issue in the past six years. Mr. Rovito said that there has not been a problem.

Commissioner Stratis said the PACE agreement is a non-binding license agreement, not a contract, and revocable for any reason, and does not solve the parking problem. He said every transportation agency to his knowledge allows for administrative and ministerial acts by their executive officers and their staff, and that this should not be an issue. He asked staff to clarify why external doors are important in outdoor dining. Mr. Pollock said that it is a liquor control issue. Commissioner Stratis asked if adding a second door would be cost-prohibitive or difficult. Ms. Andrews said that it is not cost-prohibitive. She said their system and design for outdoor dining allows for liquor control because of a gate. Commissioner Stratis asked if Are We Live is owned by Capri Ristorante and how this could affect the PACE license agreement. Ms. Andrews responded that Are We Live and Capri Ristorante are separate entities. Commissioner Stratis said that the closest house to Capri or Are We Live in Ambriance is 470 feet away and separated by a building. He said he does not believe this is a problem in regards to outdoor dining. He said that petitioners have brought up

declining property values due to the project, and that he has not seen a broker's opinion of value or assessor statement regarding property values. He said he does not consider that a plausible claim without real supporting evidence. He said that it is common for a standing committee to delegate to staff administrative activity and that adding conditions to work with staff is appropriate and not uncommon. He said he is not comfortable with closing at 2 AM on Friday and Saturday. He said that he likes Capri Ristorante and believes the problem is with County Line Square ownership. He said that he believes that owner needs to find a solution and take an active interest in solving the problem. He said the County Line Square shopping center needs a Planned Unit Development. He said he does not identify a hardship concerning parking in the application.

Commissioner Farrell said she seconded Commissioner Stratis' views. She does not believe the proposal will be detrimental to property values and the small plate proposal is unique and interesting. She asked staff for clarification concerning the compliance of the outdoor dining area and identified the second or farther, separated outdoor dining area as a concern. Mr. Pollock responded that the Plan Commission is authorized to decide if the proposal meets the idea or spirit of the Code. He said the second outdoor dining area does not meet the specific letter of the law. He said the Commission may approve both, neither, or only one of the proposed outdoor dining areas. Commissioner Farrell said that the outdoor dining area was unusual because servers and patrons must use the same door to enter or leave the restaurant. She said she is concerned patrons sitting in the outdoor dining area until 2 AM, and she supports a limit in the hours of operation in the outdoor dining area. She said she struggles with the parking and is happy to see ownership present in the meeting. She said she believes it is best managed as a PUD concerning parking. She said the least parking is available from 4 PM to 7 PM when the County Line Square shopping center is over capacity. She recognized that the available parking is on the west end of the shopping center when the proposed restaurant is open and the need to shuttle vehicles back and forth. She said that she struggles with the hardship and that it should be the ownership's responsibility. She stated she agrees with Commissioner Hoch's point from the May 7, 2021 hearing that the tent needs to come down to open parking and that using valet parking should be necessary as part of a parking management plan.

Commissioner Broline said that the codified standards are not measured and that the parking spaces are in the County Line Square. He said that 58 spaces appear to be released for use and available for the proposed restaurant. Commissioner Broline asked staff how the referenced parking table is set up. Mr. Pollock responded that the table is based on parking requirements based on business licenses and land use. Commissioner Broline said that he has installed large-scale noise abatement and attenuation systems. He said that in the five noise complaints objected the occurrences have been investigated and immediately addressed. He said that there should be no issue having a restaurant there.

Commissioner Petrich stated that he does not agree with the outdoor dining area as is, and the Plan Commission should adhere to the Code. He indicated that the outdoor dining should meet the regulations for having an entry into the outdoor dining only from a doorway from the interior of the restaurant. He suggested that the cost of some modifications to the exterior wall and doors to meet those requirements is not prohibitive if the petitioner desires to extend the outdoor dining area. Commissioner Petrich indicated that the proposed hours of operation exceeded other restaurants in the area, including Capri Restaurant's closing hours of 11pm on weekends. Mr.

Rovito, the petitioner responded that their published weekend 11pm time is when they close the kitchen, but they have the bar open as late as 2am but it is not advertised. Commissioner Petrich also indicated that the outdoor dining hours should be no later than 10pm on weekends, and earlier during the week as the Village Center residents live just across the street from the proposed outdoor dining location. He clarified that while the Zoning Regulations may permit restaurants with liquor to be open as late as 2am on weekends, those hours do not apply to outdoor dining as those hours of operation are to be as specifically approved by the Village (VIII.A.5.i), hence the suggested earlier hours. He supported Commissioner Irwin's suggestion to have the property owner submit a PUD to clarify parking requirements for tenants. He thought that the parking situation could especially become an issue if the approved Johnny Cab facility exceeds their proposed seating as the capacity in the former Fred Astaire studio and outdoor dining area can greatly exceed the proposed seating.

Commissioner Irwin reiterated with the previous comments from other Commissioners and that he specifically agreed with points regarding hours of operations and outdoor dining. He said that he does not believe there is a parking problem at County Line Square shopping center. He said that he thinks the Village does not have a parking problem and that the Village has a perceived parking problem. He stated that he wants to condition that the property owner submits, in good faith, a PUD plan within a certain amount of time.

Chairman Trzupek said that the Board of Trustees intends to keep the tent program in place for a time during the summer. He said they must consider the long-term parking requirements and agrees that the Commission should condition that the tent be taken down. He said that the proposed outdoor dining does not meet the standards and asked Mr. Pollock if any approved outdoor dining has a similar layout. Mr. Pollock responded that there is not, to his knowledge, such outdoor dining approved.

Chairman Trzupek said that he does not agree with the door layout and a separated outdoor dining area. He said that he agrees with limitations on the hours of operations. He said that the restaurant does not meet the standard parking requirement, but if the Commission considers it based on the table and individual uses by time then the proposal does meet the parking requirement. He said there are only three hours from 4 PM to 7 PM that the east side of the shopping center does not meet what is available. He said that the hardship may be the strict adherence to the parking requirements in the Burr Ridge Zoning Ordinance. He agrees that the Commission should condition that parking is approved based on a PUD plan or other option. He disagrees that the Commission should continue to allow further parking variances.

Chairman Trzupek said that there would be three motions: one special use for a restaurant serving alcohol, one special use for outdoor dining, and one variation for a parking reduction.

Commissioner Parella reiterated the previous comments by other Commissioners. She does not support hours of operations past midnight. She said that she supports holding County Line Square shopping center ownership accountable for the parking issue. She said that there was no parking issue on the west side of the shopping center, but would be on the east side if the restaurant were to open. She said the tent should come down soon because Illinois is fully reopening on June 11, 2021 and that the Commission should ask Mr. Rovito to take the tent down.

A **MOTION** was made by Commissioner Irwin and **SECONDED** by Commissioner Broline to close the public hearing for Z-01-2021.

ROLL CALL VOTE was as follows:

AYES: 7 – Irwin, Broline, Farrell, Stratis, Parella, Petrich, Trzupek
NAYS: 0 – None

MOTION CARRIED by a vote of 7-0.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Irwin to recommend that the Board of Trustees approve the special use for a restaurant serving alcohol as part of Z-01-2021 subject to the following conditions:

1. The special use shall be limited to Filippo Rovito and shall be null and void should Filippo Rovito no longer have ownership interest in the restaurant consisting of approximately 2,500 square feet commonly known as 312 Burr Ridge Parkway.
2. Activity in the indoor restaurant area shall cease and all patrons shall vacate the premises no later than midnight on any given day.

ROLL CALL VOTE was as follows:

AYES: 7 – Stratis, Irwin, Broline, Farrell, Parella, Petrich, Trzupek
NAYS: 0 – None

MOTION CARRIED by a vote of 7-0.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Irwin to recommend that the Board of Trustees approve the special use for outdoor dining Z-01-2021 subject to the following conditions:

1. Activity in the outdoor dining area shall cease and all patrons shall vacate the premises no later than midnight on any given day.
2. The outdoor dining area shall comply with the Burr Ridge Municipal Code and Burr Ridge Zoning Ordinance in respect to ingress and egress as well as liquor control.
3. The outdoor dining plan and any remaining details be approved by staff.

ROLL CALL VOTE was as follows:

AYES: 6 – Irwin, Broline, Farrell, Stratis, Parella, Trzupek
NAYS: 1 – Petrich

MOTION CARRIED by a vote of 6-1.

Chairman Trzupek asked if Commissioner Petrich would like to clarify his Nay vote. Commissioner Petrich said that he voted Nay as a Midnight closing for outdoor dining the entire week from Sunday through Saturday is excessive. This was in particular due to the residents'

concerns, and also to the proximity of the Village Center residences facing the proposed restaurant across Burr Ridge Parkway.

A **MOTION** was made by Commissioner Irwin and **SECONDED** by Commissioner Stratis to recommend that the Board of Trustees approve the variance for reduced parking as part of Z-01-2021 subject to the following conditions:

1. The County Line Square ownership apply for a PUD on the property within 30 days of the Plan Commission's recommendation.
2. The applicant and ownership remove the tent in the exterior vicinity of Capri Ristorante prior to the opening of the business known as Are We Live at 312 Burr Ridge Parkway.
3. The submission of a parking management plan subject to staff approval that includes:
 - a. A commitment to provide valet parking off-site, behind the building, or at the west end of the shopping center.
 - b. The reservation of four (4) parking spaces for valet parking that does not interfere with any drive aisles or fire lanes.
 - c. A commitment that employees be required to park off-site or behind the shopping center.

ROLL CALL VOTE of the Plan Commission was as follows:

AYES: 6 – Irwin, Stratis, Broline, Farrell, Petrich, Trzupek

NAYS: 0 – None

MOTION CARRIED by a vote of 6-0.

IV. CORRESPONDENCE

V. OTHER PETITIONS

VI. PUBLIC COMMENT

There were no further public comments.

VII. FUTURE MEETINGS

Mr. Pollock said that there were two hearings scheduled for June 21, 2021.

VII. ADJOURNMENT

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Irwin to adjourn the meeting at 9:15 pm.

ROLL CALL VOTE was as follows:

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

NAYS: 0 – None

MOTION CARRIED by a vote of 7-0.

Respectfully Submitted:

Joe Arcus, Planner

RESOLUTION NO. R-__-21

**RESOLUTION OF APPRECIATION RECOGNIZING RETIREMENT
AFTER 32 YEARS OF DEDICATED SERVICE TO THE VILLAGE OF BURR RIDGE
JAMES LUKAS**

WHEREAS, James Lukas has provided exceptional service to the Village of Burr Ridge since June 27, 1989, and will, on June 25, 2021, retire from the Water and Wastewater Division of the Public Works Department, and has provided said service with efficiency, thoroughness, dedication, and integrity; and

WHEREAS, James Lukas has provided outstanding support and service to the residents and businesses, having begun his career as a General Utility Worker and being promoted to Supervisor of the Water and Wastewater Division in 2003, providing knowledgeable management and oversight for the safe, reliable and highest-quality delivery of water and sewer services through 103 miles of water main and 47 miles of sanitary sewer main to the Village of Burr Ridge; and

WHEREAS, James Lukas has dedicated countless hours, oftentimes after hours and weekends, responding to emergencies and working on water main breaks to expeditiously restore water service to residents and businesses, while seasonally snow plowing the roads of Burr Ridge during historic snowstorms; and

WHEREAS, James Lukas has witnessed the Village grow from 2,500 water service accounts to the current 4,300 accounts, has inspected more than 42 miles of new water main installations or over 40% of the Village's total system, assisted in the 1996 project to construct four miles of water transmission main from Bedford Park, and has most recently inspected and protected said transmission main while a section was relocated under the I-294 Mile-Long Bridge;

WHEREAS, In 2016, James Lukas received one of three state-wide awards for Operator of the Year from the Illinois Potable Water Supply Operators Association, which recognizes exceptional service, effort, and commitment to the community and water industry; and

WHEREAS, James Lukas, by virtue of his 32 years of employment with the Village of Burr Ridge, has provided outstanding service to Burr Ridge residents, businesses, Mayors, Trustees, and employees, all of whom are urged to recognize James Lukas' exemplary service and contributions to the Village of Burr Ridge over the past 32 years.

NOW, THEREFORE, Be It Resolved by the Mayor and Board of Trustees of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, that James Lukas shall hold a place of high esteem in the minds and hearts of

the residents and employees of the Village and is offered our sincere gratitude, congratulations, and best wishes on the occasion of his retirement after completing 32 years of service to the Village.

ADOPTED this 14th day of June, 2021, by a vote of the Board of Trustees:

AYES:

NAYES:

ABSENT:

APPROVED this 14th day of June, 2021, by the Mayor of the Village of Burr Ridge.

Mayor

ATTEST:

Village Clerk

RESOLUTION NO. R- -21

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
BURR RIDGE, THE VILLAGE OF WILLOW SPRINGS AND THE
JUSTICE-WILLOW SPRINGS WATER COMMISSION**

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, seeks to enter into an Intergovernmental Agreement between the Village of Burr Ridge, the Village of Willow Springs, and the Justice-Willow Springs Water Commission in the form attached hereto and made a part hereof as **EXHIBIT A**; and

WHEREAS, said Intergovernmental Agreement is for the purpose of providing utilities from one government body to properties under the jurisdiction of another. Specifically, it requires that Burr Ridge allow Willow Springs and the Justice-Willow Springs Water Commission the right to maintain their utilities in the Burr Ridge right-of-way (Buege Lane) and requires those entities to maintain the infrastructure and to bill and collect for services consistent with other customers within their respective jurisdictions.

NOW, THEREFORE, Be It Resolved by the Mayor and Trustees of the Village of Burr Ridge, Cook and Du Page Counties, Illinois, as follows:

Section 1: That the Mayor and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents that the aforesaid Intergovernmental Agreement be entered into and executed by said Village of Burr Ridge, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT A**.

Section 2: The Mayor and the Village Clerk are authorized and directed to execute and attest the Intergovernmental Agreement on behalf of the Village of Burr Ridge.

Section 3: This Resolution shall be in full force and effect upon its adoption and approval as required by law.

ADOPTED this 14th day of June, 2021, by vote of the Board of Trustees of the Village of Burr Ridge, as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 14th day of June, 2021.

Mayor

ATTEST:

Village Clerk

EXHIBIT A

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE, THE VILLAGE OF WILLOW SPRINGS AND THE JUSTICE - WILLOW SPRINGS WATER COMMISSION

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), is hereby entered into this ____ day of _____, 2021, by and between the Village of Burr Ridge, an Illinois municipal corporation (“Burr Ridge”) and the Village of Willow Springs, an Illinois municipal corporation (“Willow Springs”), and the Justice - Willow Springs Water Commission (the “Commission”), which are hereinafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, pursuant to the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, the Illinois Municipal Code and applicable law, Burr Ridge, Willow Springs, and the Commission are authorized to enter into binding legal agreements involving stormwater detention pond facilities and shared utilities; and

WHEREAS, Refaat and Wafaa Abdel-Malek LLC, an Illinois limited liability company is the developer of that certain real estate commonly known as the Willow Ridge Subdivision and legally described on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Malek Property”); and

WHEREAS, the Willow Ridge Subdivision consists of Lots 1 – 8 and Outlot A as depicted in that certain Final Plat of Willow Ridge Subdivision, attached hereto as **Exhibit B** and incorporated herein by this reference (the “Plat”); and

WHEREAS, lying immediately west of the Malek Property across the right-of-way commonly known as Buege Lane, is a property lying wholly within the corporate limits of Burr Ridge commonly known as the “Ruzicka Property” and legally described in **Exhibit C**, attached hereto and made a part hereof by reference (the “Ruzicka Property”); and

WHEREAS, the Parties have previously entered into an Intergovernmental Agreement via Burr Ridge Resolution R-11-18 that provided for the construction of subdivision infrastructure improvement that are to be shared by the Parties and which was intended to serve the future residents of the Malek Property and Ruzicka Property; said improvements included sanitary sewer main owned and operated by the Village of Willow Springs, a water main owned and operated by the Justice-Willow Springs Water Commission, and stormwater facilities to be owned and maintained by future residents; and

WHEREAS, the Parties have determined that it is in the best interests of the Parties and the future residents of the Ruzicka Property and the Malek Property to enter into an Intergovernmental Agreement that provides for the rights and responsibilities for maintenance of said infrastructure improvements; and

WHEREAS, the Parties have determined and agreed that it is in the best interests of the residents of Burr Ridge, Willow Springs, and the Justice Willow Springs Water Commission, to approve the following actions regarding the infrastructure improvements affecting the Property.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Incorporation of Preambles.** The preambles and recitals, as set forth above, are incorporated herein by reference and are made part hereof.
2. **Grant of License (Sanitary Sewer).** Burr Ridge hereby grants Willow Springs a non-exclusive license to own and operate sanitary sewer infrastructure within the Burr Ridge right-of-way commonly known as Buege Lane in substantially the form indicated on the plans attached hereto as **Exhibit D** (the "Sewer System").
3. **Grant of License (Water System).** Burr Ridge hereby grants the Commission a non-exclusive license to own and operate water distribution infrastructure within the Burr Ridge right-of-way commonly known as Buege Lane in substantially the form indicated on the plans attached hereto as **Exhibit D** (the "Water System"). (The Sewer System and the Water System will sometimes be referred to herein collectively as the "System").
4. **Water Services.** The Commission shall provide water service to the Ruzicka Property and to Lots 1 – 4 of the Willow Ridge Subdivision via the water main in the Buege Lane right of way. The Commission acknowledges that these Lots are located within the corporate limits of the Village of Burr Ridge. The owners of said Lots shall pay the Commission all applicable water connection fees, user fees and other expenses typical for other residential customers within the Commission's jurisdiction. The Commission shall be solely responsible for the collection of fees for water service from said Lot owners including but not limited to discontinuing service for unpaid fees. The Village of Burr Ridge agrees not to issue Certificates of Occupancy for any Lot that has not paid said fees.
5. **Sanitary Sewer Services.** The Village of Willow Springs shall provide sanitary sewer service to the Ruzicka Property and to Lots 1 – 4 of the Willow Ridge Subdivision via the sanitary sewer main in the Buege Lane right of way. The Village of Willow Springs acknowledges that these Lots are located within the corporate limits of the Village of Burr Ridge. The owners of said Lots shall pay the Village of Willow Springs all applicable sewer connection fees, user fees and other expenses as specified in the Village of Willow Springs Code. The Village of Willow Springs shall, through the Commission, be solely responsible for the collection of fees for sanitary sewer service from said Lot owners including but not limited to discontinuing service for unpaid fees. The Village of Burr Ridge agrees not to issue building permits for any Lot that has not paid said fees.
6. **System Maintenance and Restoration.** Willow Springs and the Commission agree to operate maintain their Systems within the Burr Ridge Buege Lane Right-of-Way in a manner

typical of other utilities within their respective jurisdictions. Willow Springs and the Commission shall be responsible for maintenance and repair of the System. Willow Springs and the Commission shall also be responsible for replacing driveway aprons, restoring parkway areas with topsoil and sod, and replacing standard USPS approved mailboxes on 4" x 4" wood post disturbed within Buege Lane Right-of-Way while performing any construction, installation, maintenance or repair work, substantially to its condition as existed prior to any work on the System. In addition, Willow Springs and the Commission shall be responsible for their equipment and facilities within the Buege Lane Right-of-Way, and any and all costs related thereto. Also, Willow Springs and the Commission shall restore any area outside the Buege Lane Right-of-Way which is disturbed or damaged by Willow Springs and the Commission, its agents, servants, employees, invitees, or contractors, including; replacing driveway aprons, restoring parkway areas with topsoil and sod, and replacing standard USPS approved mailboxes on 4" x 4" wood post, substantially to its condition as existed prior to Willow Springs and the Commission's work. In the event Willow Springs and the Commission fail in their responsibilities herein, upon written notice and 30 days' opportunity to cure to Willow Springs and the Commission, Burr Ridge shall have the right to perform such maintenance, repair and restoration. Further, Willow Springs and the Commission covenant to repay Burr Ridge for Burr Ridge's costs of performing such maintenance, repair and restoration within 30 days of receipt of an invoice from Burr Ridge.

7. **Outlot A and Stormwater Management Easement.** Outlot A shall provide stormwater detention for Lots 1 – 8 of the Willow Ridge Subdivision. Outlot A shall be owned by the owners of Lots 1 – 8 (hereinafter sometimes individually referred to as an "Owner" and collectively referred to as the "Owners"). Burr Ridge and Willow Springs acknowledge that the Owners shall maintain, operate, and repair the portions of Outlot A subject to the "Stormwater Management Easement" as depicted on the Plat at all times and in a manner consistent with the plans and specifications approved by Burr Ridge and Willow Springs (and upon request, furnish proof of compliance therewith).

8. **General Conditions/Requirements.** This Agreement is entered into for the benefit of each of the Parties solely, and not for the benefit of any other third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which either Burr Ridge or Willow Springs may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

The obligations of the Parties hereto shall constitute covenants running with the land to the extent they impose conditions upon any Parties' use of property which said Party will own, or which will come under said Party's jurisdiction after all property, zoning and subdivision transactions as contemplated by this Agreement take place.

This Agreement shall be recorded following execution by the parties below, with the expense shared equally between the Village of Burr Ridge and the Village of Willow Springs.

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

A. If to Burr Ridge:

Village Administrator
Village of Burr Ridge
7660 S. County Line Road
Burr Ridge, Illinois 60527

B. If to Willow Springs:

Village Administrator
Village of Willow Springs
1 Village Circle
Willow Springs, Illinois 60480

C. If to the Commission

Justice-Willow Springs Water Commission
Attn: _____
7000 S. Archer Rd
Justice, IL 60458

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

10. **Counterparts.** This Agreement shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

11. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

12. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below. This Agreement becomes void and of no effect if any of the Parties fails to approve the actions and timing hereinabove and neither Party shall have obligations for imposed upon or required of them.

[Signature page to follow]

IN WITNESS WHEREOF, the Village of Burr Ridge, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, the Village of Willow Springs, pursuant to the authority granted by the adoption of a Resolution by its Board of Trustees, has caused this instrument to be signed by its Mayor and attested by its Clerk, and the Justice - Willow Springs Water Commission, pursuant to authority granted by _____, has caused this Agreement to be executed by its _____ and attested by its _____.

VILLAGE OF BURR RIDGE

By: _____
Gary Grasso, Village President

ATTEST:

Sue Schaus, Acting Village Clerk

Dated: _____

VILLAGE OF WILLOW SPRINGS

By: Melissa Neddermeyer
Melissa Neddermeyer, Village President

ATTEST:

Mary Jane Mannella
Mary Jane Mannella, Village Clerk

Dated: 5/13/21

JUSTICE - WILLOW SPRINGS WATER COMMISSION

By: _____
Name: _____
Its: _____

ATTEST:

Name: _____
Title: _____

Dated: _____

ACKNOWLEDGEMENTS

Village of Burr Ridge

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK &)
DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Gary Grasso and Sue Schaus, personally known to me to be the Village President and Acting Village Clerk of the Village of Burr Ridge, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Acting Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Acting Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Burr Ridge, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Burr Ridge, for the uses and purposes therein set forth, and that said Acting Village Clerk, as custodian of the corporate seal of said Village of Burr Ridge, caused said seal to be affixed to said instrument as said Acting Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Burr Ridge, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2021.

My Commission Expires: _____

Notary Public

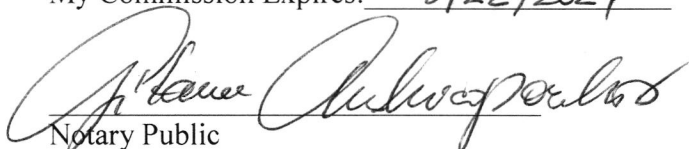
Village of Willow Springs

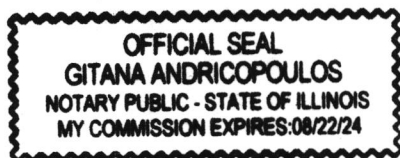
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Melissa Neddermeyer and Mary Jane Mannella, personally known to me to be the Mayor and Clerk of the Village of Willow Springs, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk they signed and delivered the signed instrument, pursuant to authority given by said Village of Willow Springs, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Willow Springs, for the uses and purposes therein set forth, and that said Clerk, as custodian of the corporate seal of said Village of Willow Springs, caused said seal to be affixed to said instrument as said Clerk's own free and voluntary act and as the free and voluntary act of said Village of Willow Springs, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 13th day of May, 2021

My Commission Expires: 8/22/2024


Notary Public



Justice - Willow Springs Water Commission

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be the _____ and _____ of the Justice - Willow Springs Water Commission, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the signed instrument, pursuant to authority given by said Justice - Willow Springs Water Commission, as their free and voluntary act, and as the free and voluntary act and deed of said Justice - Willow Springs Water Commission, for the uses and purposes therein set forth, and that said _____, as custodian of the corporate seal of said Justice - Willow Springs Water Commission, caused said seal to be affixed to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Justice - Willow Springs Water Commission, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2021

My Commission Expires: _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

**WILLOW RIDGE SUBDIVISION
LEGAL DESCRIPTION**

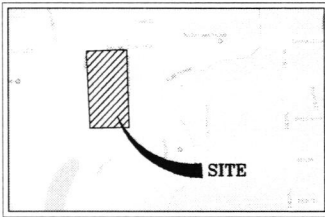
THE EAST 304 FEET OF THE NORTH 660 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE
SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-31-400-019-0000

Commonly Known as 11411 German Church Road, Burr Ridge, IL

EXHIBIT B
PLAT OF SUBDIVISION FOR THE PROPERTY

CURRENT P.L.N.
18-31-400-019



SITE

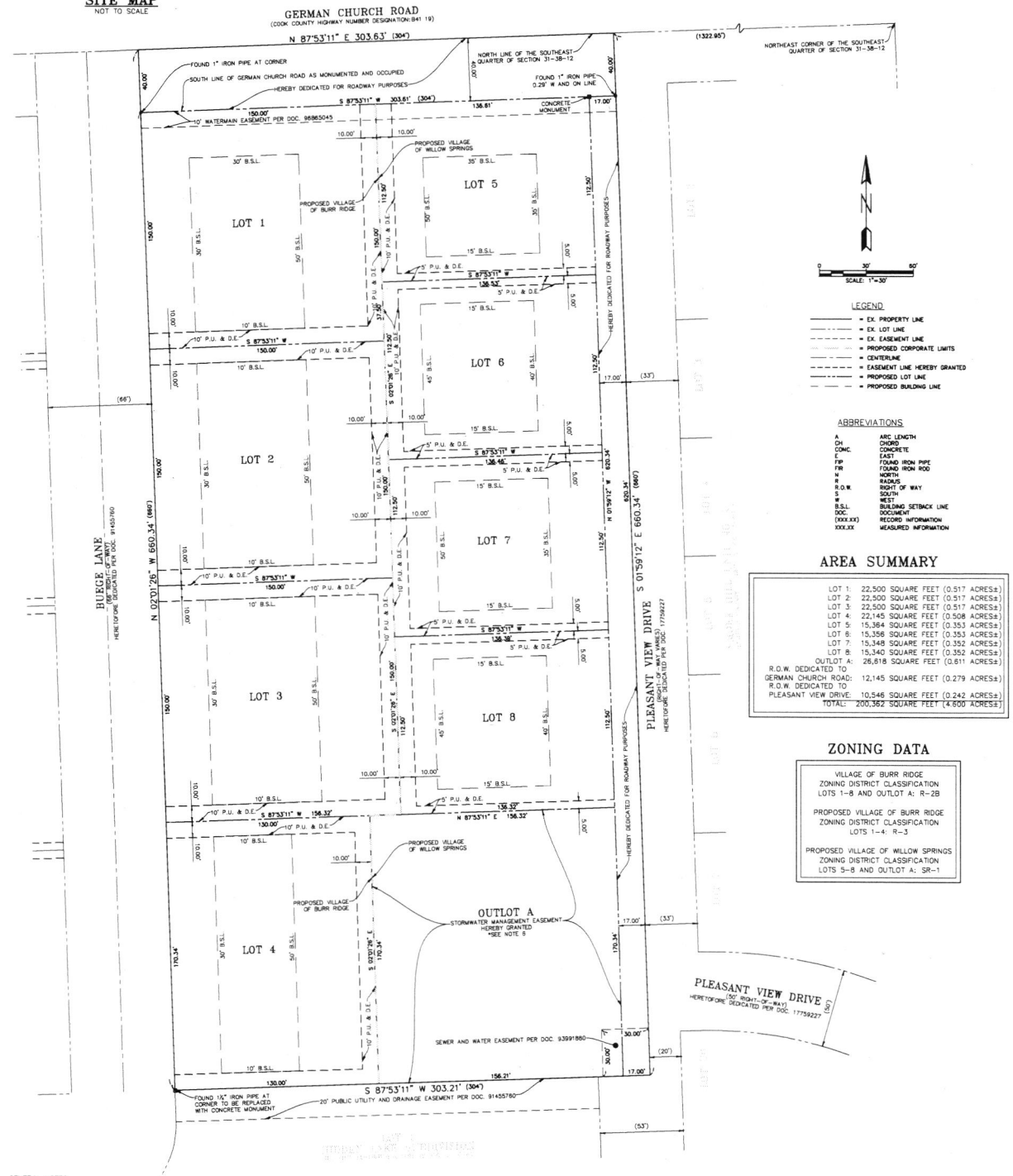
SITE MAP
NOT TO SCALE

FINAL PLAT FOR WILLOW RIDGE SUBDIVISION BURR RIDGE, ILLINOIS WILLOW SPRINGS, ILLINOIS

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP
38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF BURR RIDGE
7660 COUNTY LINE ROAD
BURR RIDGE, ILLINOIS 60027

SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF WILLOW SPRINGS
ONE VILLAGE CIRCLE
WILLOW SPRINGS, ILLINOIS 60480



LEGEND
= EX. PROPERTY LINE
= EX. LOT LINE
= EX. EASEMENT LINE
= PROPOSED CORPORATE LIMITS
= CENTERLINE
= EASEMENT LINE HEREBY GRANTED
= PROPOSED LOT LINE
= PROPOSED BUILDING LINE

ABBREVIATIONS
A ARC LENGTH
CHD CHORD
CONC CONCRETE
EAST EAST
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
N NORTH
R.O.W. RIGHT OF WAY
S SOUTH
W WEST
B.S.L. BUILDING SETBACK LINE
DOC DOCUMENT
XXX.XX RECORD INFORMATION
XXX.XX MEASURED INFORMATION

AREA SUMMARY

LOT 1	22,500 SQUARE FEET (0.517 ACRES)
LOT 2	22,500 SQUARE FEET (0.517 ACRES)
LOT 3	22,500 SQUARE FEET (0.517 ACRES)
LOT 4	22,145 SQUARE FEET (0.508 ACRES)
LOT 5	15,384 SQUARE FEET (0.353 ACRES)
LOT 6	15,356 SQUARE FEET (0.353 ACRES)
LOT 7	15,348 SQUARE FEET (0.352 ACRES)
LOT 8	15,340 SQUARE FEET (0.352 ACRES)
OUTLOT A	26,818 SQUARE FEET (0.611 ACRES)
R.O.W. DEDICATED TO GERMAN CHURCH ROAD	12,145 SQUARE FEET (0.279 ACRES)
R.O.W. DEDICATED TO PLEASANT VIEW DRIVE	10,546 SQUARE FEET (0.242 ACRES)
TOTAL	200,382 SQUARE FEET (4.600 ACRES)

ZONING DATA

VILLAGE OF BURR RIDGE
ZONING DISTRICT CLASSIFICATION
LOTS 1-8 AND OUTLOT A: R-2B
PROPOSED VILLAGE OF BURR RIDGE
ZONING DISTRICT CLASSIFICATION
LOTS 1-4: R-3
PROPOSED VILLAGE OF WILLOW SPRINGS
ZONING DISTRICT CLASSIFICATION
LOTS 5-8 AND OUTLOT A: SR-1

GENERAL NOTES

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83).
- CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
- ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
- OUTLOT A WILL PROVIDE STORMWATER DETENTION FOR, AND WILL BE OWNED BY THE OWNERS OF LOTS 1-8.

DRAWN BY: CNB

CHECKED BY: TBM

APPROVED BY: TBM

ENGINEERING
RESOURCE ASSOCIATES

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60055
PHONE (847) 393-3060
FAX (847) 393-3152

118 WILLOW RIDGE, SUITE 215
WILLOW SPRINGS, ILLINOIS 60096
PHONE (708) 271-7272
FAX (708) 271-7273

118 WILLOW RIDGE, SUITE 215
WILLOW SPRINGS, ILLINOIS 60096
PHONE (708) 271-7272
FAX (708) 271-7273

PREPARED FOR:
GREEN PARK
CONSTRUCTION LLC

TITLE:
**WILLOW RIDGE
PLAT OF SUBDIVISION**

SCALE: 1"=30'
DATE: 03-22-19
JOB #: 150707 AO
SHEET 1 OF 2

EXHIBIT C
LEGAL DESCRIPTION OF THE RUZICKA PROPERTY

**RUZICKA SUBDIVISION
LEGAL DESCRIPTION**

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER IN THE SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 39 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE 1692.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 11 MINUTES 11 SECONDS EAST 355.0 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 59 SECONDS WEST 132.55 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 06 SECONDS WEST 350.0 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 59 SECONDS EAST 132.24 FEET TO THE POINT OF BEGINNING, ALL IN THE SOUTHEAST 1/4 OF TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-31-400-026

Commonly known as 8300 Buege Lane, Willow Springs, Illinois 60480

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 39 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE 1692.95 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 11 SECONDS EAST 350.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 11 MINUTES 11 SECONDS EAST 310.0 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 59 SECONDS WEST 132.83 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 06 SECONDS WEST 310.0 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 59 SECONDS EAST 132.55 FEET TO THE POINT OF BEGINNING, ALL IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-31-400-027

Commonly known as 8304 Buege Lane, Willow Springs, Illinois 60480

EXHIBIT D
WATER AND SANITARY SEWER SYSTEM PLAN

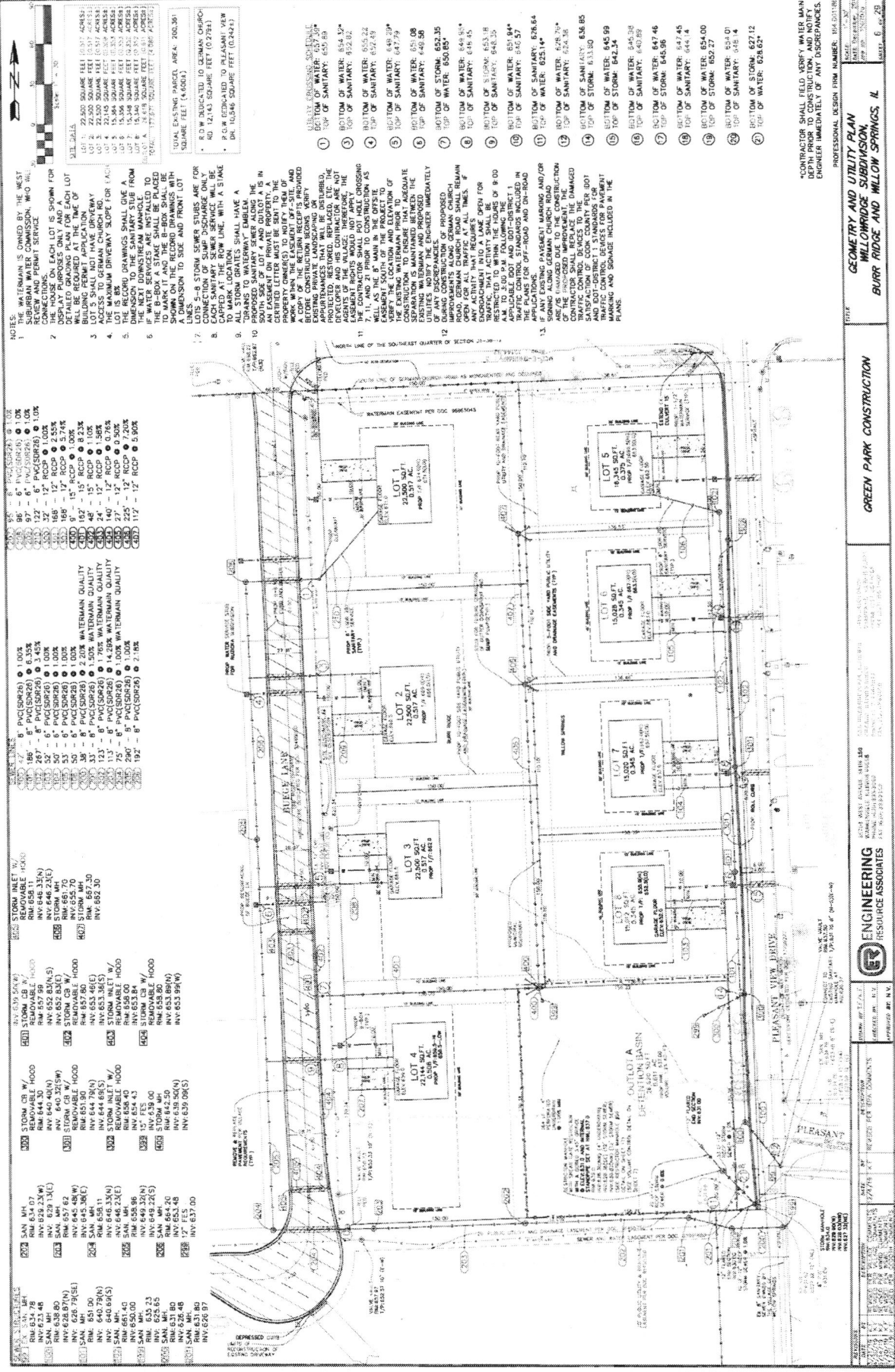


TABLE 1: LOT DATA

LOT	AREA (SQ. FT.)	AREA (SQ. YD.)	AREA (AC.)
LOT 1	22,000	250	0.50
LOT 2	22,000	250	0.50
LOT 3	22,000	250	0.50
LOT 4	22,000	250	0.50
LOT 5	22,000	250	0.50
LOT 6	22,000	250	0.50
LOT 7	22,000	250	0.50
LOT 8	22,000	250	0.50
LOT 9	22,000	250	0.50
LOT 10	22,000	250	0.50

- NOTES:
1. THE WATERMAIN IS OWNED BY THE WEST VIRGINIA WATER & SEWER BOARD. REVIEW AND PERMIT SERVICE.
 2. THE SEWER IS OWNED BY THE WEST VIRGINIA WATER & SEWER BOARD. REVIEW AND PERMIT SERVICE.
 3. THE LOT 5 SHALL HAVE DRIVEWAY BUILDING PERMIT APPLICATION.
 4. THE LOT 5 SHALL HAVE DRIVEWAY BUILDING PERMIT APPLICATION.
 5. THE LOT 5 SHALL HAVE DRIVEWAY BUILDING PERMIT APPLICATION.
 6. THE LOT 5 SHALL HAVE DRIVEWAY BUILDING PERMIT APPLICATION.
 7. THE LOT 5 SHALL HAVE DRIVEWAY BUILDING PERMIT APPLICATION.
 8. THE LOT 5 SHALL HAVE DRIVEWAY BUILDING PERMIT APPLICATION.
 9. THE LOT 5 SHALL HAVE DRIVEWAY BUILDING PERMIT APPLICATION.
 10. THE LOT 5 SHALL HAVE DRIVEWAY BUILDING PERMIT APPLICATION.

GEOMETRY AND UTILITY PLAN
MILLCROFT SUBDIVISION
BURR RIDGE AND MELLOW SPRINGS, IL

GREEN PARK CONSTRUCTION

ENGINEERING
RESOURCE ASSOCIATES

DATE: 1/17/16
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



June 9, 2021

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

Re: Z-01-2021: 312 Burr Ridge Parkway (Andrews/Rovito)

Dear Mayor and Board of Trustees:

The Plan Commission transmits its recommendation to approve special uses for a restaurant with sale of alcoholic beverages and outdoor dining as well as a variation to permit a restaurant without the required number of parking spaces at 312 Burr Ridge Parkway.

After due notice, as required by law, the Plan Commission held public hearings on May 3, 2021 and June 7, 2021. The petitioner, Filippo Rovito, requests permission to operate a restaurant at 312 Burr Ridge Parkway. The primary issues discussed were that of appropriate land use, parking, and operating hours, as well as the involvement of the property owner. Significant public comment was received, with the majority of public comment opposing the use, which has been transmitted to you by staff for final review. Ultimately, the Plan Commission felt that the statutory findings of fact for all requests included in the petition had been met, and recommends that the Board approve two special uses and a variation to this effect.

The Plan Commission transmits its recommendation to approve a request by Filippo Rovito for a special use as per Section VIII.B.2. ff of the Burr Ridge Zoning Ordinance to permit a restaurant with sale of alcoholic beverages with the following conditions:

1. The special use shall be limited to Filippo Rovito and shall be null and void should Filippo Rovito no longer have ownership interest in the restaurant consisting of approximately 2,500 square feet commonly known as 312 Burr Ridge Parkway.
2. Activity in the indoor restaurant area shall cease and all patrons shall vacate the premises no later than midnight on any given day.

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.

The Plan Commission transmits its recommendation to approve a request by Filippo Rovito for a special use as per Section VIII.B.2.x of the Burr Ridge Zoning Ordinance to permit outdoor dining for a restaurant with the following conditions:

1. Activity in the outdoor dining area shall cease and all patrons shall vacate the premises no later than midnight on any given day.
2. The outdoor dining area shall comply with the Burr Ridge Municipal Code and Burr Ridge Zoning Ordinance in respect to ingress and egress as well as liquor control.
3. The outdoor dining plan and any remaining details be approved by staff.

June 9, 2021

Based on the above considerations and the submitted findings of fact, the Plan Commission, by a vote of 6 to 1, ***recommends that the Board of Trustees approve*** this petition.

The Plan Commission transmits its recommendation to approve a request by Filippo Rovito for a special use as per Section XI.C.13 of the Burr Ridge Zoning Ordinance to permit a restaurant without the required number of parking spaces with the following conditions:

1. The County Line Square ownership apply for a PUD on the property within 30 days of the Plan Commission's recommendation.
2. The applicant and ownership remove the tent in the exterior vicinity of Capri Ristorante prior to the opening of the business known as Are We Live at 312 Burr Ridge Parkway.
3. The submission of a parking management plan subject to staff approval that includes:
 - a. A commitment to provide valet parking off-site, behind the building, or at the west end of the shopping center.
 - b. The reservation of four (4) parking spaces for valet parking that does not interfere with any drive aisles or fire lanes.
 - c. A commitment that employees be required to park off-site or behind the shopping center.

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.

Sincerely,

Greg Trzupek, Chairman
Plan Commission/Zoning Board of Appeals



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

Z-01-2021: 312 Burr Ridge Parkway (Andrews/Rovito); Requests a special use as per Section VIII.B.2.ff of the Zoning Ordinance to permit a restaurant with sales of alcoholic beverages; a special use as per Section VIII.B.2.x of the Zoning Ordinance to permit outdoor dining for 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.

HEARING:

June 7, 2021, continued from
May 3, 2021 and April 19, 2021

TO:

Plan Commission
Greg Trzupek, Chairman

FROM:

Doug Pollock, Planner

PETITIONER:

Sandy Andrews and Filipo Rovito

PETITIONER STATUS:

Potential Tenant

PROPERTY OWNER:

Bob Garber

EXISTING ZONING:

B-1 Business District

LAND USE PLAN:

Recommends Commercial Uses

EXISTING LAND USE:

Shopping Center

SITE AREA:

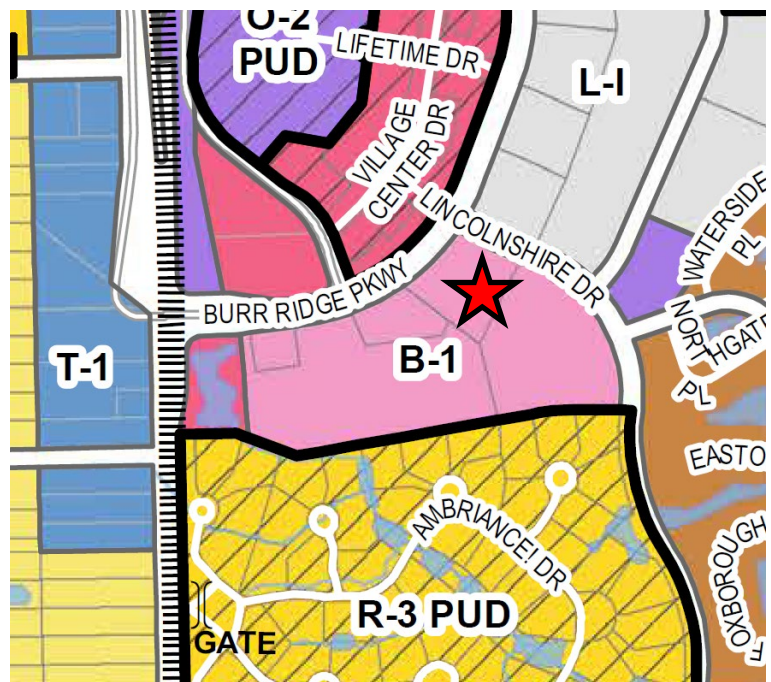
7.2 Acres

SUBDIVISION:

County Line Square

PARKING AVAILABLE:

499 Parking Spaces



The public hearing for this petition was opened at the May 17, 2021 Plan Commission meeting and continued to June 7, 2021 to allow the petitioner to provide additional information. In response, the petitioner has provided the following:

- A revised petition formally removing any reference to a special use for live entertainment. The revised petition also clarifies that there are co-petitioners, the general contractor Sandy Andrews and business owner Filippo Rovito.
- A letter from the property owner, Bob Garber, stating that the petitioner is authorized to pursue this special use.
- A “Restaurant and Bar Plan” for the proposed business. The business plan includes hours of operation and a commitment to provide valet parking at all times the business is open except Sundays.
- Revised Findings of Fact for the special uses and for the parking variation have been provided.
- Revised floor plan for the outdoor dining area is provided. The revised floor plan provides for an entry door into the restaurant and a separate exit door for customers to access the outdoor dining from inside the restaurant. The petitioner has indicated that an employee will seat all guests for the outdoor dining area after the customer enters the restaurant.

As previously reported, the petitioner seeks approval for a new restaurant in the County Line Square shopping center. The restaurant would include sales of alcoholic beverages and outdoor dining. The petitioner is also requesting a parking variation. As the Plan Commission is well aware, due to the number of available parking spaces and the current tenant mix in County Line Square, the required parking for the shopping center already exceeds the available parking. Thus, any new business that increases the parking requirement relative to the prior tenant requires a parking variation.

Compliance with the Zoning Ordinance

Special Use Approvals – Restaurant with Sales of Alcoholic Beverages: As per Section VIII.B.2.ff of the Zoning Ordinance, the proposed land use requires special use approvals for a 2,500 square foot restaurant that serves alcoholic beverages. The original petition and the legal notice included a special use request to include live entertainment. However, the petitioner has subsequently clarified that they are not requesting live entertainment. The floor plans for the proposed restaurant indicates seating for 82 people indoors and 26 people outdoors. The floor plan also includes a kitchen with a pizza oven and a bar.

The Burr Ridge Zoning Ordinance also requires all restaurants to provide an open kitchen for food service up until one hour before closing. Hours for restaurants are limited to 7 AM to Midnight on Sundays through Wednesdays; 7 AM to 1 AM on Thursdays; and 7 AM to 2 AM on Fridays and Saturdays. The proposed restaurant would be subject to these regulations.

Special Use Approvals – Restaurant with Outdoor Dining: As per Section VIII.B.2.x, a special use is required for outdoor dining. The proposed outdoor dining is adjacent to the front door of the restaurant and includes 9 tables and 30 chairs (an increase from the prior plan that included 8 tables and 26 chairs for the outdoor dining area). Section VII.A.5 of the Zoning Ordinance provides regulations for outdoor dining. The petitioner has revised the plans for the outdoor dining area to comply with the specific regulation that customer access to the outdoor dining area be directly from the inside of the restaurant. Thus, the proposed outdoor dining will comply with the relevant regulations.

Parking Variation: A parking variation is also required as the shopping center does not currently provide the minimum number of parking spaces required for the current tenant mix and the proposed restaurant increases this non-conformity (i.e. it requires more parking than the retail store that it is replacing).

The proposed restaurant requires 38 parking spaces (25 for indoor dining, 5 for outdoor dining, and 8 parking spaces for employees). The prior tenant only required 10 parking spaces. Thus, the parking variation would reduce the required parking for this tenant from 38 spaces to 10 spaces.

Attached is a spreadsheet prepared by staff that lists the required parking and business hours for each use in County Line Square. Staff has updated the spreadsheet to reflect current conditions, to include the proposed restaurant, and to include the Chase Bank property.

Public Hearing History

In regards to parking variations, there have been four other such requests within County Line Square all of which were approved. Those requests included:

- Z-04-2021: 322-324 Burr Ridge Parkway (Capri); variation to reduce required parking for the expansion of a restaurant from 62 to 56 parking spaces.
- Z-17-2015: 124 Burr Ridge Parkway (Cycle Bar); variation to reduce parking for a health fitness business from 19 to 10 parking spaces.
- Z-15-2020: 212 Burr Ridge Parkway (Halleran); variation to reduce parking for a restaurant from 49 to 14 parking spaces.
- Z-03-2021: 80 Burr Ridge Parkway (Manderscheid); variation to reduce parking for the expansion of a restaurant from 11 spaces to 5 spaces.

Public Comment

Public comments received prior to the May 17 hearing were distributed and included in the agenda packet for that meeting. One additional comment was received after May 17 and is included in this agenda packet.

Findings of Fact and Recommendation

The petitioner has provided amended findings of fact, which the Plan Commission may adopt if in agreement with those findings. If the Plan Commission chooses to recommend a special use and variation approval for the proposed restaurant, staff recommends that said recommendation be subject to the following conditions:

1. The special use shall be limited to Filippo Rovito and shall be null and void should Filippo Rovito no longer have ownership interest in the restaurant consisting of approximately 2,500 square feet commonly known as 312 Burr Ridge Parkway.
2. Outdoor dining shall conform to the requirements of Section VII.A.5 of the Zoning Ordinance.
3. Hours of operation for the restaurant and outdoor dining areas shall comply with Section VIII.A.11.c of the Zoning Ordinance.
4. The restaurant shall provide a parking management plan subject to staff review and approval. Said parking management plan shall include:
 - a. Commitment to provide valet parking including parking of valet cars off-site, behind the building, and/or at west end of shopping center.
 - b. Designation of 4 parking spaces for staging of valet parking and that do not interfere with any drive aisles or fire lanes.

- c. Designation of employee parking either off site or behind the shopping center building(s).

Appendix

Exhibit A – Petitioner’s Materials



To: Z-01-2021 Filed

From: Doug Pollock, AICP, Planner

Date: May 24, 2021

RE: Revised submittal

A revised cover letter/business plan, revised findings of fact for the special use and for the variation, and a revised floor plan for the outdoor dining area was submitted by the petitioner on May 24, 2021.

Sandy Andrews

From: Antonella <agrovito@comcast.net>
Sent: Tuesday, May 25, 2021 6:18 PM
To: Sandy Andrews
Subject: Signed petition



VILLAGE OF BURR RIDGE
PETITION FOR PUBLIC HEARING
PLAN COMMISSION/ZONING BOARD OF APPEALS

ADDRESS OF PROPERTY: 310-312 Burr Ridge Parkway PIN 018-30-301-001

GENERAL INFORMATION

PETITIONER: Filipe Rovito
(All correspondence will be directed to the Petitioner)
PETITIONER'S ADDRESS 310-312 Burr Ridge Parkway
PHONE: 630-885-2268
EMAIL: agrovito@comcast.net
PROPERTY OWNER: Bob Garber STATUS OF PETITIONER Applicant
OWNER'S ADDRESS: 115 Vine Hinsdale PHONE: 630-842-2506

PROPERTY INFORMATION

PROPERTY ACREAGE/SQ FOOTAGE: EXISTING ZONING: B-1 Business
EXISTING USE/IMPROVEMENTS: Shopping Center
SUBDIVISION: County Line Square

A CURRENT PLAT OF SURVEY WITH LEGAL DESCRIPTION MUST BE ATTACHED

DESCRIPTION OF REQUEST

PLEASE INDICATE THE TYPE OF PUBLIC HEARING REQUESTED AND PROVIDE A DETAILED DESCRIPTION OF THE PROPOSED SPECIAL USE, REZONING, TEXT AMENDMENT, OR VARIATION(S) INCLUDING A REFERENCE TO THE APPROPRIATE ORDINANCE SECTION(S) AND REGULATION(S):

Special Use Rezonning Text Amendment ☒ Variation(s)

Restaurant and Bar Serving Small Plates

Please Provide Written Description of Request - Attach Extra Pages if Necessary

The above information and the attached Plat of Survey are true and accurate to the best of my knowledge. I understand the information contained in this petition will be used in preparation of a legal notice for public hearing. I acknowledge that I will be held responsible for any costs made necessary by an error in this petition.

Filipe Rovito Jr.
Petitioner's Signature

Date Petition is Filed

Antonella



REEGS PROPERTIES

5/25/21

Re:
Are We Live
310 -312 Burr Ridge Parkway
Burr Ridge, Il 60527

Reegs Properties is the owner of County Line Square located in Burr Ridge, Illinois. We support the approval and opportunity for Filippo Rovito to pursue the business venture for Are We Live. We look forward to Filippo Rovito and his representatives much success in their new business endeavor.

Sincerely,

Robert Garber
Owner
Reegs Properties



Enterprises, Inc.
CERTIFIED WBE/DBE/ACDBE

**ARE WE LIVE
Restaurant and Bar Plan**

Restaurant Concept:

- Bring a new and exciting concept to the Burr Ridge area
- There is no full size kitchen
- Most items will be cold plates
- A Wood Burning Oven will be utilized to prepare some hot items
- Some typical menu items:
- Cold Seafood Platters, ie; oysters, clams, shrimp
- Carpaccio, Meat and Seafood
- Assortment of sliders
- Pizzettes with various toppings
- Patrons can come and enjoy appetizers and drinks before going to dinner or stop by after dinner for dessert and coffee
- Piped in music will be provided to enhance the ambiance

Employees:

- Six employees will be needed with eight employees on peak days and hours
- Some Capri employees will be utilized, but at no time will there be any food or beverage interaction

Days and Hours of Operation:

- **Wednesday through Saturday**
- Wednesday 4pm-11pm
- Thursday 4pm-12 midnight
- Friday/Saturday 4pm-2am
- **Sunday** 2pm-11pm

Parking:

- Valet parking will be provided at all times, with the exception of Sundays



Findings of Fact – Special Use
Burr Ridge Zoning Ordinance

Address:

310-312 Burr Ridge
Parkway

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 concept is unique to the Village as it will be serving small plates and specialty items with various craft cocktails. There is nothing in the Village like this.

- 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 establishment will be operated in a professional manner in accordance with all state all local 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.**

The establishment will improve property values for the landlord and all currant tenants throughout the Burr Ridge downtown area.

- 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 establishment will enhance and compliment the Burr Ridge area.

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

There is adequate access roads, utilities, and drainage provided for the establishment and businesses alike.

- 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.**

There are multiple point of ingress and egress in County Line Square.

- 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 establishment proposal is consistent with the comprehensive plan of the Village as amended.

- 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.**

The establishment will comply with all regulations with the exception of a parking variation which is currently being proposed.



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 property at 310-312 in the shopping center shares parking by multiple tenants. It is not possible to expand the parking lot given the way it is developed. The owner of the property will have a hard time filling this space with appropriate use without a parking variation. With the hours of use for this space, sufficient parking is available at the west end of the plaza.

- 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.

County Line Square is drawing more restaurant use than retail use.

- 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.

There are only two shopping centers in Burr ridge. This one is the only one with a single area of shared parking. The conditions do not exist anywhere else in the village that give rise to this variation.

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

To alleviate congestion at the bar in Capri and for the comfort of customers before and after dinner.

- 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 ordinance causes a need for variation. It fails to take into regards the shared parking but bases it on a maximum number per 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.

Employee and customer parking will be arranged in a safe and convenient manner with valet parking at all times.

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

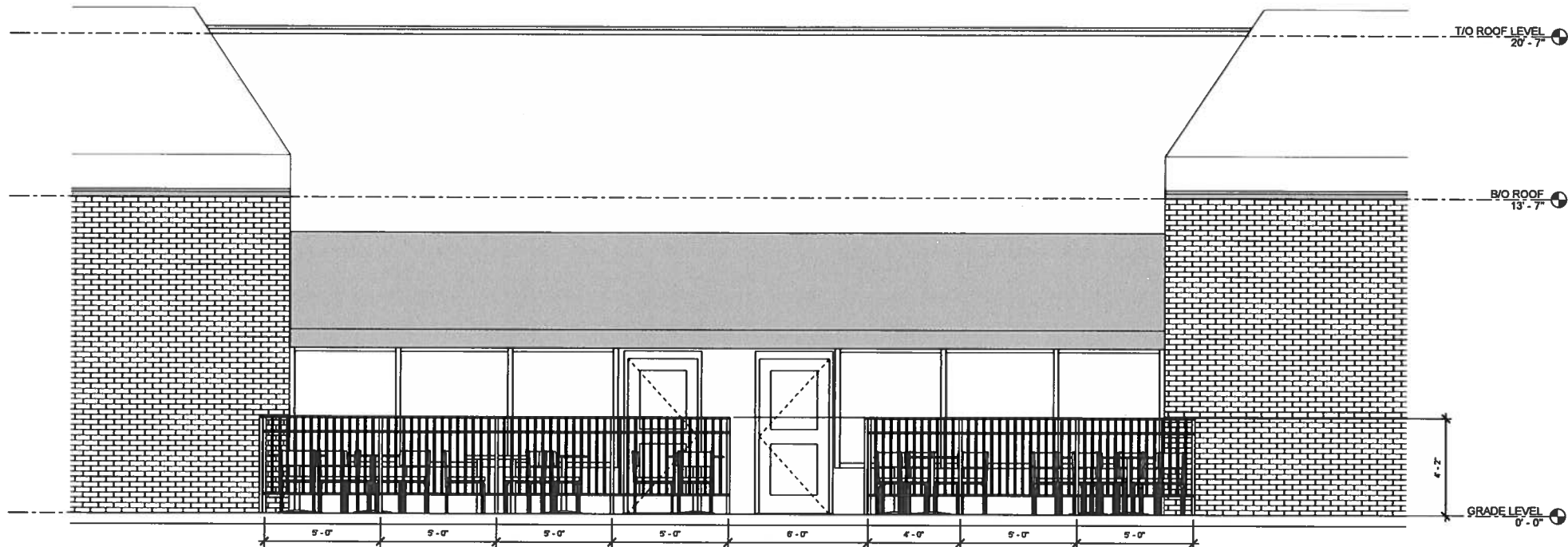
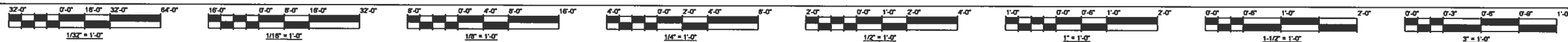
This location is steady with other uses in the center. It will be safe and convenient for all patrons.

- 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.

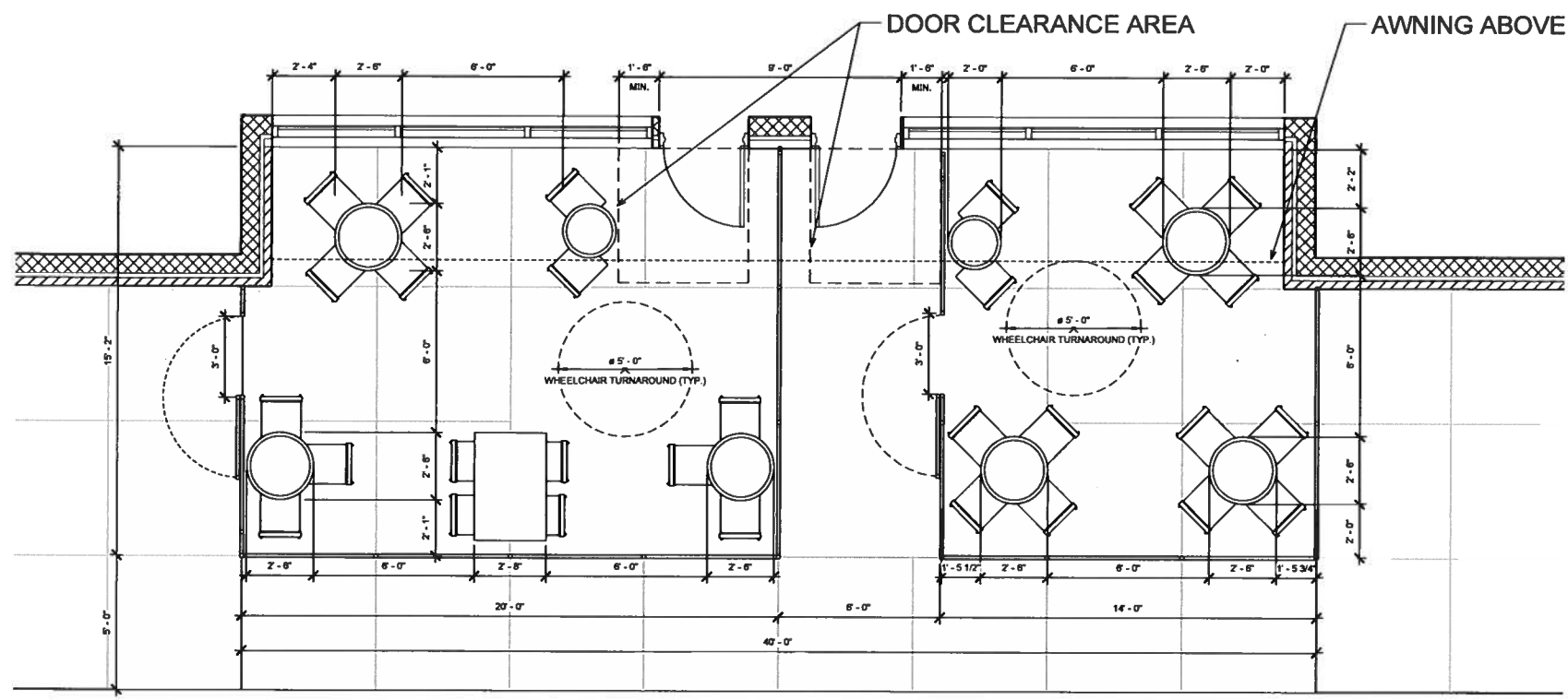
The supply of light and air to the property does not affect granting this variation.

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

Commercial use of the property is recommended by the village's comprehensive plan. Therefore, granting the variation for the restaurant is consistent with the plan.



② FRONT ELEVATION
3/8" = 1'-0"



① GRADE LEVEL
3/8" = 1'-0"

I CERTIFY THAT THESE PLANS WERE
PREPARED UNDER MY SUPERVISION,
AND TO THE BEST OF MY KNOWLEDGE,
COMPLY WITH ALL APPLICABLE CITY OF
CHICAGO, CODES.

NOT FOR CONSTRUCTION

STUDIO
ARQ

ARE WE LIVE
OUTDOOR SEATING LAYOUT
BURR RIDGE, IL

STUDIO ARQ
ARCHITECT OF RECORD
ADDRESS: 328 W. 18TH STREET, SUITE 504
CHICAGO, IL 60604
PHONE: 312.264.6413
EMAIL: PROJECTS@STUDIOARQ.COM
WEB: WWW.STUDIOARQ.COM

ISSUANCE

Revision Schedule

REVISION	DESCRIPTION	DATE
----------	-------------	------

PROJECT NO. Project Number

TITLE
EXISTING GRADE
LEVEL

Author
Checker **ASK001**

APRIL 29, 2021

TO: PLAN COMMISSION

NO! NO! PLEASE NO!

NO MORE NIGHTCLUBS! LET'S NOT
OPEN OUR VILLAGE TO MORE
TRAFFIC, MORE DRINKING — WHICH
LEADS TO MANY OTHER UNLAWFUL
ACTIVITIES... AS YOU LISTED.

WE DO NOT WANT VIOLENCE
AND/OR GUNS BECOMING PART
OF BURR RIDGE "NIGHT LIFE".
PLEASE VOTE "NO" TO THE
REQUEST FOR THIS USE OF
PROPERTY AT 310-312 BURR
RIDGE PARKWAY.

A RESIDENT,

E. RALL
CARRIAGE WAY DRIVE



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

Z-01-2021: 312 Burr Ridge Parkway (Andrews/Rovito); Requests a special use as per Section VIII.B.2.ff of the Zoning Ordinance to permit a restaurant with sales of alcoholic beverages; a special use as per Section VIII.B.2.x of the Zoning Ordinance to permit outdoor dining for 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.

HEARING:

April 19, 2021

TO:

Plan Commission
Greg Trzupek, Chairman

FROM:

Doug Pollock, Planner

PETITIONER:

Sandy Andrews and Filipo Rovito

PETITIONER STATUS:

Potential Tenant

PROPERTY OWNER:

Reegs Properties, LLC

EXISTING ZONING:

B-1 Business District

LAND USE PLAN:

Recommends Commercial Uses

EXISTING LAND USE:

Shopping Center

SITE AREA:

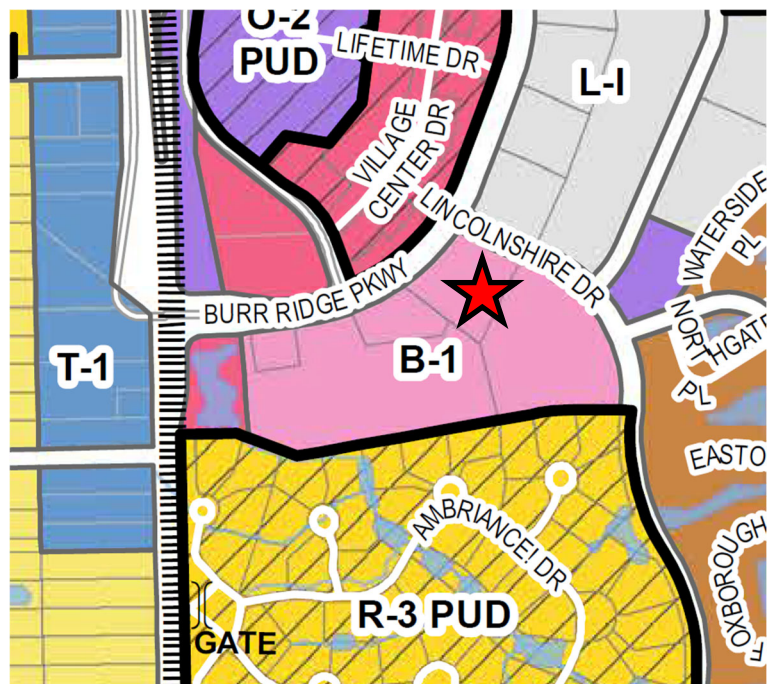
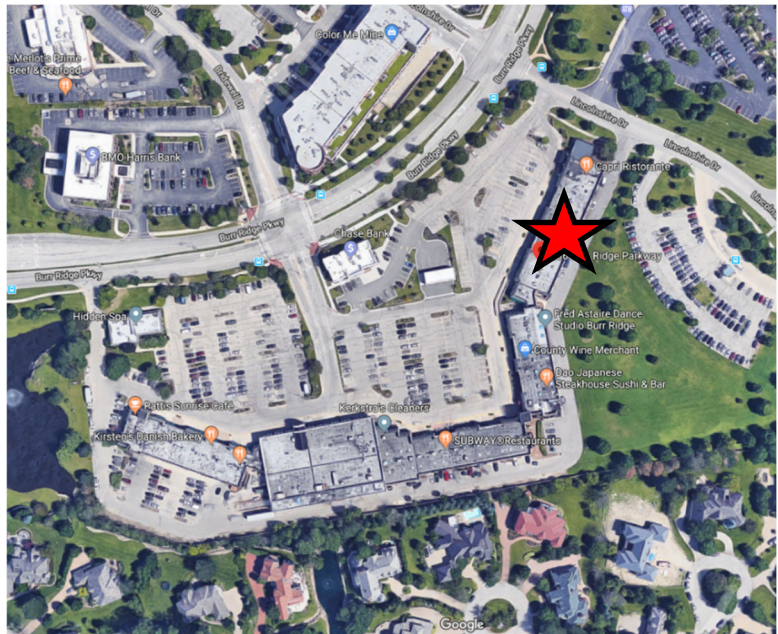
7.2 Acres

SUBDIVISION:

County Line Square

PARKING AVAILABLE:

499 Parking Spaces



The petitioner is the general contractor for the proposed restaurant operator. The restaurant operator is Mr. Filippo Rovito who also owns Capri Ristorante at 324 Burr Ridge Parkway. The petitioner seeks approval for a new restaurant in the County Line Square shopping center. The restaurant would include sales of alcoholic beverages and outdoor dining. The petitioner is also requesting a parking variation. As the Plan Commission is well aware, due to the number of available parking spaces and the current tenant mix in County Line Square, the required parking for the shopping center already exceeds the available parking. Thus, any new business that increases the parking requirement relative to the prior tenant requires a parking variation.

Compliance with the Zoning Ordinance

Special Use Approvals – Restaurant with Sales of Alcoholic Beverages: As per Section VIII.B.2.ff of the Zoning Ordinance, the proposed land use requires special use approvals for a 2,500 square foot restaurant that serves alcoholic beverages. The original petition and the legal notice included a special use request to include live entertainment. However, the petitioner has subsequently clarified that they are not requesting live entertainment. The floor plans for the proposed restaurant indicates seating for 82 people indoors and 26 people outdoors. The floor plan also includes a kitchen with a pizza oven and a bar.

The Burr Ridge Zoning Ordinance also requires all restaurants to provide an open kitchen for food service up until one hour before closing. Hours for restaurants are limited to 7 AM to Midnight on Sundays through Wednesdays; 7 AM to 1 AM on Thursdays; and 7 AM to 2 AM on Fridays and Saturdays. The proposed restaurant would be subject to these regulations.

Special Use Approvals – Restaurant with Outdoor Dining: As per Section VIII.B.2.x, a special use is required for outdoor dining. The proposed outdoor dining is adjacent to the front door of the restaurant and includes 8 tables and 26 chairs. Section VII.A.5 of the Zoning Ordinance provides regulations for outdoor dining. Those regulations are as follows:

- a. The dining area shall be enclosed by an open fence of approved design preventing access to the outdoor dining area except by a doorway from the interior of the restaurant;
- b. Door to the dining area shall be self-closing;
- c. Tables shall be cleaned promptly following use;
- d. Furniture and umbrellas shall be weighted to prevent their movement in the wind;
- e. Seating shall not exceed one chair for every 10 square feet devoted to outdoor dining and shall be counted in determining restroom and parking requirements;
- f. No outdoor dining area shall be located so as to impede pedestrian traffic or proper access to and from the restaurant;
- g. No public sidewalks or public area may be used for a private restaurant's outdoor dining unless specifically approved by the Village;
- h. Outdoor food preparation, storage or display is prohibited;
- i. Hours of operation of an outdoor dining area shall be as specifically approved by the Village.

The plans for the outdoor dining area comply with the above regulations except that the plans do not provide access to the outdoor dining area from the interior of the restaurant. The configuration of the outdoor dining will have to be changed to comply with this standard.

Parking Variation: A parking variation is also required as the shopping center does not currently provide the minimum number of parking spaces required for the current tenant mix and the proposed restaurant increases this non-conformity (i.e. it requires more parking than the retail store that it is replacing).

The proposed restaurant requires 38 parking spaces (25 for indoor dining, 5 for outdoor dining, and 8 parking spaces for employees). The prior tenant only required 10 parking spaces. Thus, the parking variation would reduce the required parking for this tenant from 38 spaces to 10 spaces.

Attached is a spreadsheet prepared by staff that lists the required parking and business hours for each use in County Line Square. Staff has updated the spreadsheet to reflect current conditions, to include the proposed restaurant, and to include the Chase Bank property.

Public Hearing History

In regards to parking variations, there have been four other such requests within County Line Square all of which were approved. Those requests included:

- Z-04-2021: 322-324 Burr Ridge Parkway (Capri); variation to reduce required parking for the expansion of a restaurant from 62 to 56 parking spaces.
- Z-17-2015: 124 Burr Ridge Parkway (Cycle Bar); variation to reduce parking for a health fitness business from 19 to 10 parking spaces.
- Z-15-2020: 212 Burr Ridge Parkway (Halleran); variation to reduce parking for a restaurant from 49 to 14 parking spaces.
- Z-03-2021: 80 Burr Ridge Parkway (Manderscheid); variation to reduce parking for the expansion of a restaurant from 11 spaces to 5 spaces.

Public Comment

Attached are public comments that staff has received regarding this petition. As many of those comments referred to noise concerns, we have included a report from the Police Department regarding noise complaints in Downtown Burr Ridge.

Findings of Fact and Recommendation

The petitioner has provided findings of fact, which the Plan Commission may adopt if in agreement with those findings. If the Plan Commission chooses to recommend a special use and variation approval for the proposed restaurant, staff recommends that said recommendation be subject to the following conditions:

1. The special use shall be limited to Filippo Rovito and shall be null and void should Filippo Rovito no longer have ownership interest in the restaurant consisting of approximately 2,500 square feet commonly known as 312 Burr Ridge Parkway.
2. Outdoor dining shall conform to the requirements of Section VII.A.5 of the Zoning Ordinance.
3. Hours of operation for the restaurant and outdoor dining areas shall comply with Section VIII.A.11.c of the Zoning Ordinance.
4. The restaurant shall provide a parking management plan subject to staff review and approval. Said parking management plan shall include:
 - a. Commitment to provide valet parking including parking of valeted cars off-site, behind the building, and/or at west end of shopping center.
 - b. Designation of 4 parking spaces for staging of valet parking and that do not interfere with any drive aisles or fire lanes.
 - c. Designation of employee parking either off site or behind the shopping center building(s).

Appendix

Exhibit A – Petitioner's Materials

April 26, 2021 Parking at County Line Square
Prepared by Community Development Staff

Address	Occupant	Land Use	Section	Required By Code w/Variations	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	Patti's Sunrise Café	restaurant	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		4	4			
92	Bel Canto	music school	West	4					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						
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				
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						
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	15
114	Capri Express	restaurant	East	15						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	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			
150	Chase Bank	Bank	East	12					12	12	12	12	12	12	12	12						
200	Dao Sushi and Thai	restaurant	East	45							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	13
212	Johnny Cab's	Restaurant	East	14											14	14	14	14	14	14	14	14
302	Vacant	retail	East	4						4	4	4	4	4	4	4	4	4				
304	Vacant	retail	East	4						4	4	4	4	4	4	4	4	4				
306	Vacant	retail	East	5						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			
312	Proposed Restaurant	Restaurant	East	38												38	38	38	38	38	38	38
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	18				
324	Capri***	restaurant	East	56							56	56	56	56		56	56	56	56	56	56	55
BUSINESSES OPEN					1	4	10	14	20	25	29	31	31	30	30	33	25	22	15	11	8	4
SPACES REQUIRED				522	10	74	207	231	275	316	446	463	463	407	345	484	427	382	345	321	217	120
SPACES AVAILABLE					499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499	499
	Required:	WEST			0	44	135	154	171	173	181	185	185	185	148	148	114	107	103	99	0	0
	Available:	WEST			201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201	201
	Required:	EAST			10	30	72	77	104	143	265	278	278	222	197	336	313	275	242	222	217	120
	Available:	WEST			298	298	298	298	298	298	298	298	298	298	298	298	298	298	298	298	298	298



VILLAGE OF BURR RIDGE

PETITION FOR PUBLIC HEARING PLAN COMMISSION/ZONING BOARD OF APPEALS



GENERAL INFORMATION (to be completed by Petitioner)

PETITIONER (All correspondence will be directed to the Petitioner): SANDY ANDREWS

STATUS OF PETITIONER: Representative For Applicant

PETITIONER'S ADDRESS: 310-312 Burr Ridge Parkway

ADDRESS OF SUBJECT PROPERTY: 310-312 Burr Ridge Parkway

PHONE: 312-446-1867

EMAIL: SANDY@OCENTERPRISES.COM

PROPERTY OWNER: BOB GARBER

PROPERTY OWNER'S ADDRESS: 115 VINE HINSDALE, IL 60521

PUBLIC HEARING REQUESTED: ☒ Special Use ☐ Rezoning ☐ Text Amendment ☒ Variation(s)

DESCRIPTION OF REQUEST:

RESTAURANT AND BAR SERVING SMALL PLATES
AND LIVE ENTERTAINMENT

PROPERTY INFORMATION (to be completed by Village staff)

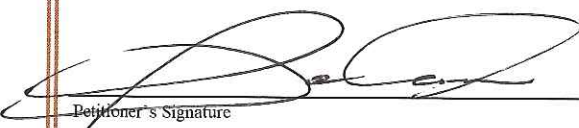
PROPERTY ACREAGE/SQ FOOTAGE: _____ EXISTING ZONING: B-1 Business

EXISTING USE/IMPROVEMENTS: Shopping Center

SUBDIVISION: County Line Square

PIN(S) # 18-30-301-001

The above information and the attached Plat of Survey are true and accurate to the best of my knowledge. I understand the information contained in this petition will be used in preparation of a legal notice for public hearing. I acknowledge that I will be held responsible for any costs made necessary by an error in this petition.


Petitioner's Signature

12/21/20
Date of Filing

From: [Sandy Andrews](#)
To: [Douglas Pollock](#)
Subject: Re: 312 Burr Ridge Parkway Public Hearing
Date: Sunday, April 25, 2021 2:23:15 PM

Doug,
There will be no live entertainment at Are We Live. The only music that there will be is what is piped in through the speakers.
Let me know if there is anything else that you need.

Regards,

Sandy Andrews

Sent from my iPhone

On Apr 25, 2021, at 2:11 PM, Douglas Pollock <DPOLLOCK@burr-ridge.gov> wrote:

Sandy,

I apologize as I should have thought to ask this before; please provide a description of the live entertainment. For example, are there performances by musical groups of 3 or more people? Or is limited to karaoke only? Single performers, piano bar, etc...

Doug Pollock, AICP
Planner
Village of Burr Ridge
(630) 654-8181, extension 3000

From: Sandy Andrews <sandy@qcenterprises.com>
Sent: Friday, April 23, 2021 11:27 AM
To: Douglas Pollock <DPOLLOCK@BURR-RIDGE.GOV>
Subject: RE: 312 Burr Ridge Parkway Public Hearing

Doug,

Please see attached. It was sitting in my outbox. I had to clear some things out to send,
Let me know if there is anything else that you need.

Regards,

Sandy Andrews

President
Q.C. Enterprises, Inc.

ELECTRIC PANEL
240 A
30
42 POS

FUTURE
UTILITY SINK

DISH MACHINE

FUTURE
HAND SINK

WORK COUNTER

DOUGH MIXER

PIZZA OVEN

UNDERCOUNTER
REFRIGERATORS

UNDERCOUNTER
REFRIGERATORS

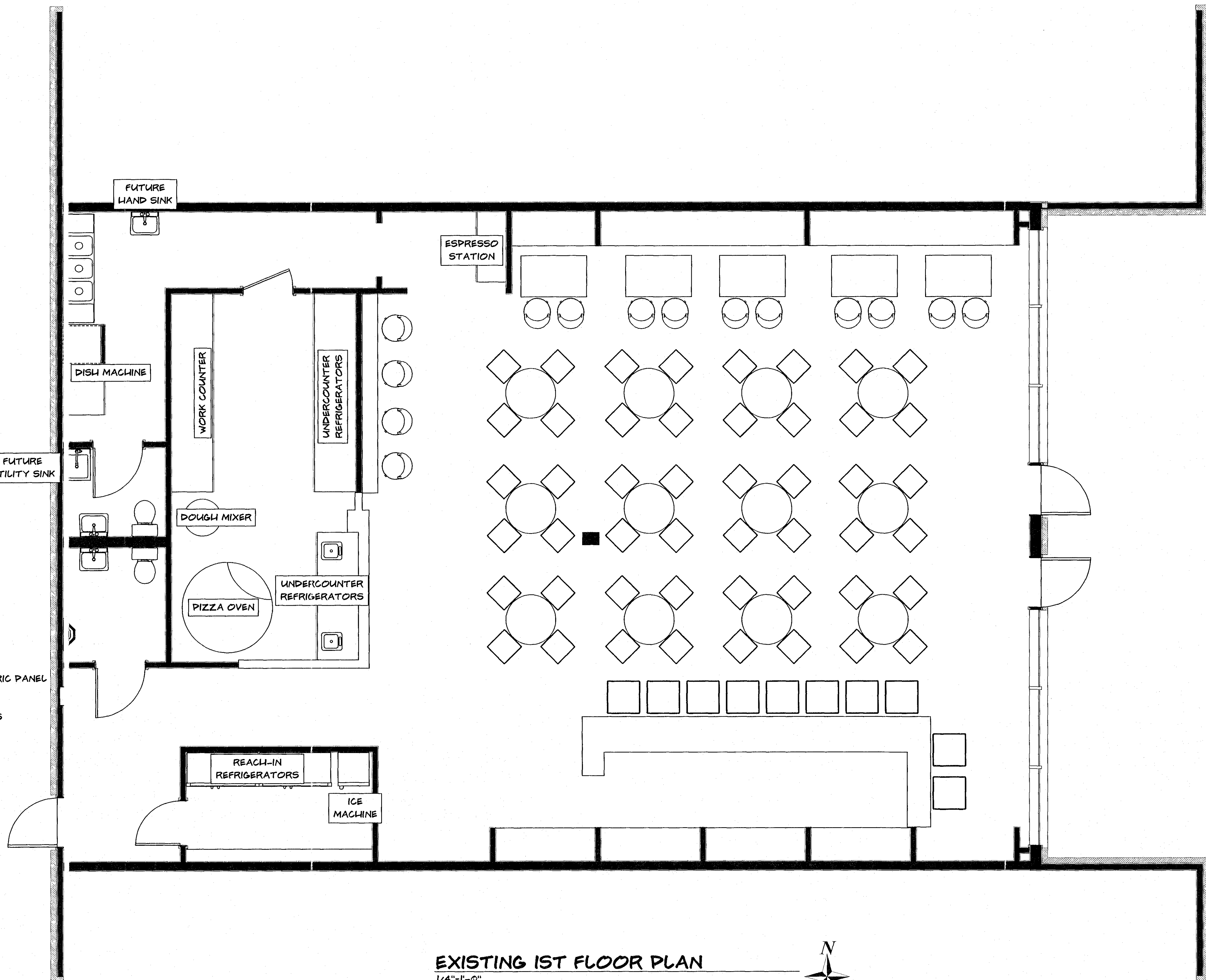
REACH-IN
REFRIGERATORS

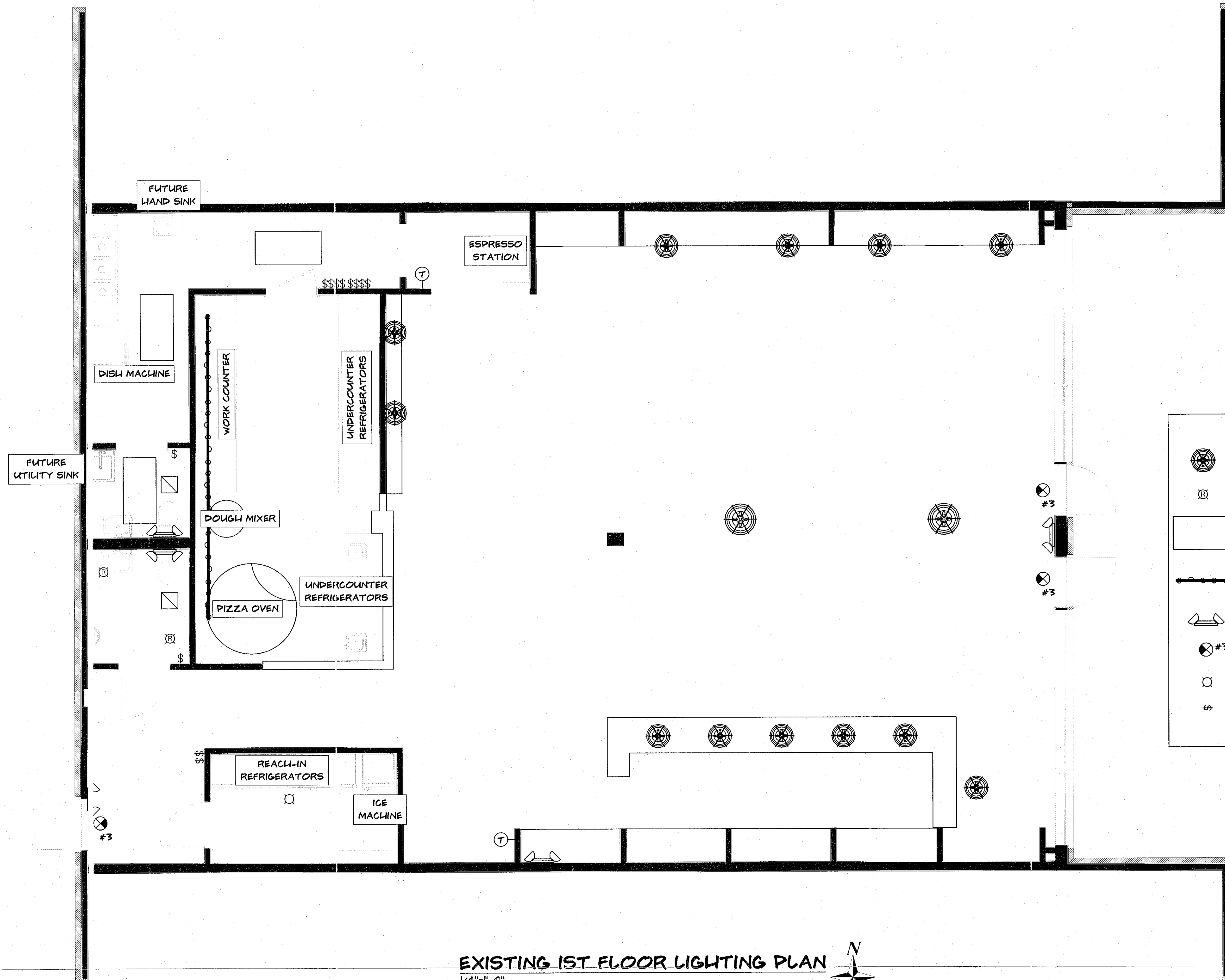
ICE
MACHINE

ESPRESSO
STATION

EXISTING 1ST FLOOR PLAN
1/4"=1'-0"

310-312 BURR RIDGE PKWY
BURR RIDGE, IL 60527



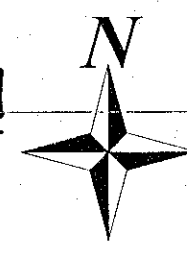


LIGHTING LEGEND

- EXISTING PENDANT HUNG FLUORESCENT LIGHT FIXTURE
- EXISTING RECESSED DOWNLIGHT
- EXISTING FLUORESCENT LIGHT
- EXISTING TRACK LIGHT
- EXISTING EMERGENCY LIGHT
- EXISTING EXIT SIGN
- EXISTING SURFACE MOUNTED LIGHT FIXTURE
- EXISTING WALL MOUNTED LIGHT SWITCH

EXISTING 1ST FLOOR LIGHTING PLAN
 1/4"=1'-0"

310-312 BURR RIDGE PKWY
 BURR RIDGE, IL 60527





**Additional Information Requested by the Village of Burr Ridge for
ARE WE LIVE**

Days of the week of Operation-----Wednesday through Sunday
Hours of Operation-----Wednesday 4pm-11pm
Thursday 4pm-12 Midnight
Friday and Saturday 4pm-2am
Sunday 2pm-11pm

Employees----- 6 employees and at peak hours 8

Valet Parking to be provided. Employees park in the back of the building. TCF Bank parking lot will be utilized, as well as the west side of the lot where businesses close early as Patty's Sunrise Café.

If there is any further information needed, please don't hesitate to contact me.

Sandy Andrews
Q.C. Enterprises, Inc
2722 South Hillock Avenue
Chicago, Il 60608
312-842-0230 (Office)
312-446-1867 (Cell)

Respondent for Felipe Rovito of ARE WE LIVE

From: [Janet Kowal](#)
To: [Evan Walter](#); [Gary Grasso](#)
Subject: FW: Night Club in Burr Ridge
Date: Thursday, December 31, 2020 12:32:48 PM

Forwarding from the Village website email.

Janet K. Kowal
Communications and Events Coordinator
Village Of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527
Email: jkowal@burr-ridge.gov
Phone: 630-654-8181, ext. 2120
www.burr-ridge.gov

From: Nikki Bekteshi, MD <bekteshimd@rotationsmhc.com>
Sent: Thursday, December 31, 2020 12:16 PM
To: BRVillage <brvillage@burr-ridge.gov>; Gary Grasso <ggrasso@burr-ridge.gov>
Subject: Night Club in Burr Ridge

Dear Village Trustees and Mayor Grasso,

I hope this email finds you well. I have heard that there might be consideration for a night club in Burr Ridge, near Capri.

Although I support Capri restaurant as it is one of my favorites, I do not support the idea of a night club. I live behind this area, in Ambriance, and if a nightclub is approved in my area, the peace and serenity my family more than pays for in dues, fees, and homeowners taxes, will all be for nothing as it will jeopardize what we are paying for. We chose Burr Ridge for the family style living, this goes against that.

If there should be a nightclub that is approved and built, it will force me and my family to sell our home and move. I also have a medical business in Burr Ridge, and would be forced to move that as well should I need to relocate my family to a more family style location. I hope that you will not allow this. Several of my neighbors feel the same. We have all worked too hard to get to enjoy where we are with our families only to have it taken away by something that goes against most family values. The noise, alcohol and possible gambling will only cause those of us who are hard working taxpayers to move out. Why pay such high taxes while our Mayor allows everyone to come and disturb what we have built and paid for?

Makes no sense Mayor. Please remember our family values and the destruction you will cause in allowing this to come into our community and please vote against a nightclub near our highly taxed home. Burr Ridge families deserve better.
Respectfully,

Nikki Bekteshi, MD, MHS

Date: 2020-04-27

Resident Comments for Plan commission meeting of May 3 from Elena Galinski

As a resident, I am concerned that the expansion of Capri to the proposed restaurant at 321 Burr Ridge parkway with live entertainment , sales of alcoholic beverages, and outdoor dining, will result in additional noise and additional drunken patrons causing possible disturbances and risk of drunk driving, disturbing the peace of nearby residents and placing a burden on our police resources.

The following Vision Statement is advertised on the Village of Burr Ridge website "The Village accommodates residents who seek a sense of privacy in a tranquil environment". This tranquil environment is threatened by these proposed uses, which may also negatively affect the property values of nearby residents and residential areas.

Therefore, I am against the granting of a zoning variance for Z-01-2021.

In addition, the current performance requirements in the Village of Burr Ridge Zoning Code with regards to noise pollution are not aligned with Illinois EPA requirements. In simple terms, not only manufacturing zones, but also commercial and business zones are not to cause noise pollution to residential areas.

While calling the police and having them ask the noise violator to reduce volume seems to work well for resident to resident noise complaints, for commercial businesses such as restaurants which have a PROFIT MOTIVE for playing loud music, repeated noise complaints (and potentially, noise violations) show that calling the police alone does not seem to deter noise pollution - and LOSING MONEY, in terms of a fine or losing their liquor license, may be the only way to ensure that they act as good neighbors for nearby residential areas.

Question: Can the Plan Commission revise the Burr Ridge zoning code to clearly regulate noise pollution from commercial businesses, such as restaurants, to align with Illinois Law, and ensure that those regulations are enforced?

Please find details below on this suggestion to update noise performance requirements in the current Burr Ridge Village Zoning code to align with Illinois Environmental Protection Agency regulations regarding noise pollution.

For the purposes of noise, the IL EPA groups the LBCS (Land-Based Classification Standards) four digit codes which range from the 1000's (residential), 2000's (general sales and services, including restaurants) and others into 35 IAC 901 Land Classes A, B, and C.

Reference Illinois regulations **SECTION 901.APPENDIX B LAND-BASED CLASSIFICATION STANDARDS AND CORRESPONDING 35 ILL. ADM. CODE 901 LAND CLASSES**

Link:<https://www.ilga.gov/commission/jcar/admincode/035/03500901ZZ9996bR.html>

The Burr Ridge Village Center area which is zoned B-2 PUD (General Business) by Burr Ridge could be identified as including both Land Class A and Land Class B under this regulation as it includes both residential (Burr Ridge Village Center apartments) and commercial uses and buildings.

The nearby residential developments of Ambriance (zoned R3 PUD) and Chasemoor (R-5) which are solely residential would fall under Land Class A.

This implies that the class A noise pollution requirements of the IL EPA regulations (see details below) could apply to both types of residential areas.

In addition, the IL EPA regulation ALSO applies to noise emissions from class B commercial land use areas such as restaurants, NOT ONLY MANUFACTURING uses which are generally considered class C.

So while our current code notes in Section IV General Regulations W Performance Standards 1.Noise b. Prohibition of Noise Pollution (see below) that the IL EPA noise pollution standards should be met, the portion of the code in subsection d. Sound Emitted Standards and Limitations for Noise Sources

which calls out ONLY MANUFACTURING uses IS NOT in line with the IL EPA noise regulations.

On behalf of our residents I request that the plan commission and village board

- a) Modify subsection d Sound Emitted Standards and Limitations for Noise Sources of the BR Village Zoning code to add noise restrictions aligned with the IL EPA noise standards by referencing commercial and business uses in addition to manufacturing uses in the noise performance standards.
- b) Provide better enforcement of the noise standards by
 - a. requesting that applicants for zoning variations which may cause additional noise (such as the recently approved County Wine merchant expansion and the proposed Capri expansion currently being considered) include means to reduce noise pollution such as landscaping and/or other noise barriers in the plans provided for review.
 - b. confirming that planned noise reduction and control mechanisms are effective by having an engineer measure the noise produced to verify it is within the standards.
 - c. having police officers measure noise levels when investigating a noise complaint to objectively document whether there is a violation of performance standards
 - d. ensuring that repeat confirmed violators are induced to control noise and confirm with measurements that the noise controls are effective, by fining them for violations and eventually revoking or not renewing their business or liquor licenses (e.g. three strikes and you're out).

The class A requirements, from IL EPA regulation are show below: highlights are mine

TITLE 35: ENVIRONMENTAL PROTECTION

SUBTITLE H: NOISE

CHAPTER I: POLLUTION CONTROL BOARD

PART 901 SOUND EMISSION STANDARDS AND LIMITATIONS FOR PROPERTY-LINE-NOISE-SOURCES

SECTION 901.102 SOUND EMITTED TO CLASS A LAND

Link: [Section 901 \(ilga.gov\)](#)

<https://www.ilga.gov/commission/jcar/admincode/035/035009010001020R.html>

Section 901.102 Sound Emitted to Class A Land

- a) Except as elsewhere provided in this Part, a person must not cause or allow the emission of sound during **daytime hours from** any property-line noise source located on any **Class A, B or C land** to **any receiving Class A land** that exceeds any allowable octave band sound pressure level specified in the following table, when measured at any point within the receiving Class A land. Sound pressure levels must be measured at least 25 feet from the property-line noise source.

Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class A Land from		
	Class C Land	Class B Land	Class A Land
31.5	75	72	72
63	74	71	71
125	69	65	65
250	64	57	57
500	58	51	51
1000	52	45	45
2000	47	39	39
4000	43	34	34
8000	40	32	32

- b) Except as provided elsewhere in this Part, person must not cause or allow the emission of sound during **nighttime hours from** any property-line noise source located on any **Class A, B or C land** to **any receiving Class A land** that exceeds any allowable octave band sound pressure level specified in the following table, when measured at any point within the receiving Class A land. Sound pressure levels must be measured at least 25 feet from the property-line noise source.

Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class A Land from		
	Class C Land	Class B Land	Class A Land
31.5	69	63	63
63	67	61	61
125	62	55	55
250	54	47	47
500	47	40	40
1000	41	35	35
2000	36	30	30

4000	32	25	25
8000	32	25	25

(Source: Amended at 42 Ill. Reg. 20453, effective November 1, 2018)

If the BRVC is considered to be class B only regardless of the residential uses, the following IL EPA standards apply:

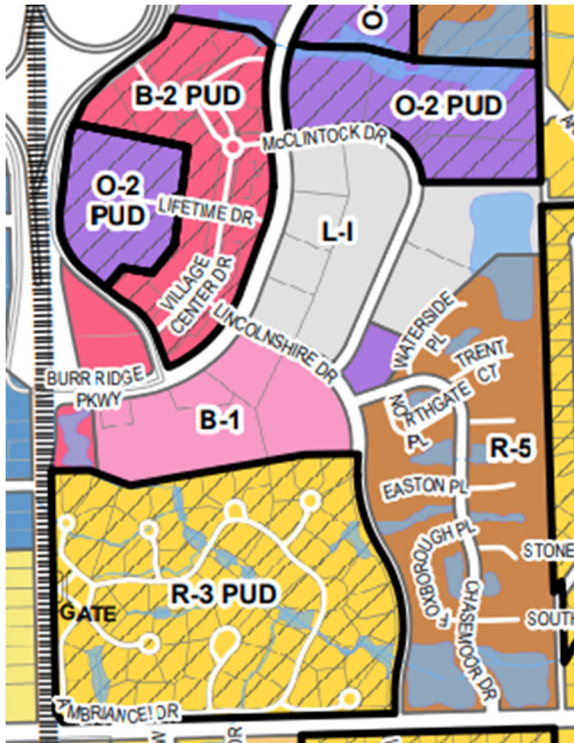
Section 901.103 Sound Emitted to Class B Land

Except as provided elsewhere in this Part, a person must not cause or allow the emission of sound from any property-line noise source located on any Class A, B or C land to any receiving Class B land that exceeds any allowable octave band sound pressure level specified in the following table, when measured at any point within the receiving Class B land. Sound pressure levels must be measured at least 25 feet from the property-line noise source.

Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class B Land from		
	Class C Land	Class B Land	Class A Land
31.5	80	79	72
63	79	78	71
125	74	72	65
250	69	64	57
500	63	58	51
1000	57	52	45
2000	52	46	39
4000	48	41	34
8000	45	39	32

(Source: Amended at 42 Ill. Reg. 20453, effective November 1, 2018)

Zoning areas near proposed use change in B-2 PUD, from 2021 zoning map:



The relevant sections of Burr Ridge Village zoning code: **Comments and suggested changes highlighted**

Zoning Code, Section IV General Regulations W Performance Standards Any use established in any district shall be so operated as to comply with the performance standards as set forth hereinafter.

1. Noise b. Prohibition of Noise Pollution

No person shall cause or allow the emission of sound beyond property lines so as to cause noise pollution (violating any applicable standards established by the Illinois Environmental Protection Agency) or a nuisance in Burr Ridge, or so as to violate any provisions of this Ordinance.

Comment: THIS IS THE GENERAL SECTION WHICH WOULD APPLY CURRENTLY since the following sections do not include regulation of commercial or business zones.

d. Sound Emitted Standards and Limitations for Noise Sources

1. Sound Emitted to Residential (R) Districts During Daytime Hours

Except as elsewhere provided in this regulation, no use shall cause or allow the emission of sound during daytime hours from any noise source located in a Manufacturing District **Add: Business or commercial district** or from any noise source in any district by a use involving manufacturing, fabricating, assembly, disassembly, repairing, storing, cleaning, servicing, warehousing, shipping or testing of materials, goods, or products, to any receiving Residential Districts or developments and any school buildings or sites (hereinafter collectively referred to as R Districts) which exceeds the allowable octave band sound pressure level specified in Table 1, when measured at any point within such receiving R District, provided, however, that no measurement of sound pressure levels shall be made less than 25 feet from such noise source.

TABLE 1 SOUND EMITTED TO ANY RECEIVING R DISTRICTS FROM A MANUFACTURING Add: BUSINESS, OR RESIDENTIAL DISTRICT DURING DAYTIME HOURS

Add the columns shown on the right from the IL EPA Tables in section 901.102 a.

Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R Districts from a Manufacturing District (dB) during Daytime Hours	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R Districts from a Commercial or Business District (dB) during Daytime Hours	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R Districts from a Residential District (dB) during Daytime Hours
31.5	72	72	72
63	71	71	71
125	65	65	65
250	57	57	57
500	51	51	51
1000	45	45	45
2000	39	39	39
4000	34	34	34
8000	32	32	32

2. **Sound Emitted to Residential (R) Districts During Nighttime Hours**

Except as elsewhere provided in this regulation, no use shall cause or allow the emission of sound during night time hours from any noise source located in a Manufacturing District Add: Business or commercial district or from any noise source in any district by a use involving manufacturing, fabricating, assembly, disassembly, repairing, storing, cleaning, servicing, warehousing, shipping or testing of materials, goods, or products, to any receiving R District which exceeds any allowable octave band sound pressure level specified in Table 2, when measured at any point within such receiving R District, provided, however, that no measurement of sound pressure levels shall be made less than 25 feet from such noise source. In addition, where any such use in any district utilizes trucks or other vehicular equipment, such as forklifts, outside in its operations and is adjacent to residential properties, the back-up warning signals on all such trucks or other vehicular

equipment shall, to the extent allowed by law, be turned off or otherwise muted during nighttime hours so as to be inaudible to the adjacent residential properties. Trucks and other vehicular equipment operated outside adjacent to residential properties shall not idle outside during nighttime hours for a period in excess of five minutes.

TABLE 2 SOUND EMITTED TO ANY RECEIVING R DISTRICTS FROM A MANUFACTURING Add: BUSINESS, OR RESIDENTIAL DISTRICT DURING NIGHTTIME HOURS

Add the columns shown on the right from the IL EPA Tables in section 901.102 b.

Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R Districts from a Manufacturing District (dB) during Daytime Nighttime Hours	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R Districts from a Commercial or Business District (dB) during Nighttime Hours	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R Districts from a Residential District (dB) during Nighttime Hours
31.5	63	63	63
63	61	61	61
125	55	55	55
250	47	47	47
500	40	40	40
1000	35	35	35
2000	30	30	30
4000	25	25	25
8000	25	25	25

3. **Sound Emitted to Business (B) Districts**

Except as elsewhere provided in this regulation, no use shall cause or allow the emission of sound from any noise source located in a Manufacturing District Add: or Business or commercial District to any receiving Business (B) District (hereinafter referred to as B District) which exceeds any allowable octave band sound pressure level specified in Table 3, when measured at any point within such receiving B Districts, provided, however, that no measurement of sound pressure levels shall be made less than 25 feet from such noise source.

TABLE 3 SOUND EMITTED TO ANY RECEIVING B DISTRICTS FROM A MANUFACTURING ~~Add: OR BUSINESS~~ DISTRICT

Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving R-B Districts from a Manufacturing District (dB) during Daytime Hours	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving B Districts from a Business District (dB) during Daytime Hours
31.5	79	79
63	78	78
125	72	72
250	64	64
500	58	58
1000	52	52
2000	46	46
4000	41	41
8000	39	39

Zoning Code, Section VIII Section Administration and Enforcement; F Zoning Certificates 3. Compliance with Performance Standards

An application for a zoning certificate for a building or structure (or portion thereof) and use which requires compliance with the Performance Standards as herein set forth in the general regulations of the Manufacturing Districts shall have affixed to it the certification of a professional engineer, licensed by the State of Illinois, and who is qualified to review the engineering aspects of the various performance standards regulations. Such certification shall state that the building or structure (or portion thereof) and the operation of the use thereof, or the use of land when no building or structure is involved, complies with all provisions of this Ordinance pertaining to such Performance Standards.

Comment: This existing section requires engineering review to confirm compliance of zoning certificate.

XV VIOLATION, PENALTY, ENFORCEMENT

1. VIOLATION	AND	PENALTY
Any person, firm or corporation who violates, disobeys, omits, neglects, refuses to comply with, or who resists enforcement of any of the provisions of this Ordinance shall, upon conviction, be fined not less than \$100.00 nor more than \$750.00 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. Comment: repeat offenders should incur violations.		
2. <u>ENFORCEMENT</u>		
The Community Development Director is hereby designated and authorized to enforce this Ordinance or to appoint an enforcement officer with the same authority. However, it shall also be the duty of all officers, citizens, and employees of the Village, particularly of all members of the police department, to assist the Community Development Director by reporting to him any new construction, reconstruction, improved land uses, or any other activity which appears to constitute a violation of this Ordinance. (Amended by Ord. A-834-03-05) Comment: Police officers should be trained on usage of village noise measuring equipment and have the equipment available for their use to be able to confirm violations when noise complaints are being investigated, especially for repeat violators.		

See liquor license section below:

25 Liquor Control:

25.28 Conduct of Licensee

Every licensee and every officer, shareholder, associate, member, agent, representative and employee of every licensee under this Chapter shall be subject to the following regulations, and all persons shall likewise be subject to the applicable regulations set forth below (when the term licensee is used in this Sec. 25.28, it shall be deemed to include every officer, shareholder, associate, member, manager, agent, representative and employee of the licensee):

1. Every licensee shall conduct his place of business in a **quiet**, decent and respectable manner and shall eject therefrom or refuse admittance thereto all persons rendering themselves objectionable or undesirable by reason of undue **noise** or other acts disturbing the peace.
2. It shall be unlawful for any licensee to give or deliver any alcoholic liquor or intoxicating beverages to a person under the influence of intoxicating liquor. Soliciting of drinks or prostitution is prohibited.
3. Every licensee shall immediately report to the Village police any act by a person or patron rendering himself objectionable, causing undue **noise** or disturbance, breach of peace or unlawful conduct.
4. No person licensed under the provisions hereof shall **make or allow any loud or boisterous talking, or obscene or profane language, quarreling, singing, fighting or other disturbance of persons passing along any street or public way in the vicinity thereof or to the disturbance of the peace and quiet of persons doing business or residing in the neighborhood thereof.**

From: [Lynn Sellers](#)
To: [Douglas Pollock](#)
Subject: Are We Live?
Date: Monday, April 26, 2021 2:03:37 PM

Mr. Pollock,

I would like to voice my displeasure about the proposed new nightclub in County Line Square. I am a 15 year Burr Ridge resident in the Chasemoor community.

Music from County Wine Merchant can be heard evenings in my home with all the windows and doors closed. Between more music and noise from Mr. Halleran's new club in the former dance studio space, and the proposed "Are we Live?", the sound will become intolerable. I'm not in favor of these types of businesses in our community, as it will change the peaceful character of our town. More traffic, unruly patrons and parking issues will likely ensue. And speaking of parking, I'm sure the operators of the PACE park and ride can't be too happy with their lot being used by these businesses, on the weekends, especially, as liability must be involved.

I think Burr Ridge is a wonderful community with a nice mix of retail and restaurants, and our wonderful homes and Town Center. I appreciate all the community events that are offered. These changes and proposed changes are disheartening.

Thank you for considering my thoughts.

Lynn Sellers
101 Waterside Place
Burr Ridge
(Chasemoor)
(630) 789-6388
lyselle6@aol.com

From: [Lynn Sellers](#)
To: [Douglas Pollock](#)
Subject: Are We Live?
Date: Monday, April 26, 2021 2:03:37 PM

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Thank you for considering my thoughts.

Lynn Sellers
101 Waterside Place
Burr Ridge
(Chasemoor)
(630) 789-6388
lyselle6@aol.com

From: [Bill Napleton](#)
To: [Douglas Pollock](#)
Subject: Class H license
Date: Saturday, April 24, 2021 11:18:31 AM

To-Burr Ridge Planning Commission

I would like to give you my input on the proposed Class H liquor License hearing that will occur on 5-3-21

I highly encourage economic development in our village. I am concerned about a bar or restaurant that could be open till 2 am. This would not be a positive outcome for our community. We made a great decision to not approve the movie complex many years ago and it paid great dividends to our development. I support a new restaurant with or without a bar, but I am opposed to a late night club. This is not a positive for our village.

Respectfully

William F Napleton
15 Ambriance Drive
Burr Ridge IL 60527

Bill Napleton
Napleton Auto Group
10400 W. Higgins Road, Suite 701
Rosemont, IL 60018
Phone: (847) 825-1800
Fax: (847) 696-3211
bnapleton@napleton.com
www.shopnapleton.com

From: [Sheila Goss](#)
To: [Douglas Pollock](#)
Subject: County line sq
Date: Saturday, April 24, 2021 1:44:11 PM

As a resident of burr ridge I am strongly against the night club in county line sq

Sent from my iPhone

Douglas Pollock

From: Diane Hholzer <hholzer@comcast.net>
Sent: Thursday, April 22, 2021 1:12 PM
To: Douglas Pollock
Subject: New Night Club

Mr. Pollock we are residents of Burr Ridge and strongly OPPOSE the plans for the proposed nightclub Are We Live at 310-312 Burr Ridge Parkway. This is a beautiful and quiet village and this business is inappropriate. Thank you.

Diane/Helmut Holzer
20 S. Old Mill Lane
Burr Ridge, IL

Sent from my iPad

From: [Patricia Davis](#)
To: [Douglas Pollock](#)
Subject: RE: Nightclub/restuarant proposal for 312 Burr Ridge Parkway
Date: Thursday, March 25, 2021 11:54:01 AM
Attachments: [NOISE COMPLAINTS FILED BY RESIDENTS OF BURR RIDGE VILLAGE CENTER CONDOS IN 2020.docx](#)

Dear Mr. Pollock:

In advance of the April 19, 2021 Plan Commission/Zoning Board of Appeals meeting, I wish to express my opposition to the “special use” petition for 312 Burr Ridge Parkway by “Sandy Andrews” who I believe to be a shill applicant for Filippo “Gigi” Rovito, owner/operator of Capri Ristorante next door to the proposed restaurant/nightclub.

Mr. Rovito “showed his hand,” so to speak, by blatant disregard for our Plan Commission and village zoning procedures when he erected his nightclub’s sign, “Are We Live?” in advance of getting the right permits. It was only after his buddy, Mayor Grasso, intervened did “Gigi” acquiesce and remove his sign: <https://patch.com/illinois/burrridge/burr-ridge-wants-nightclub-sign-down>

If Mr. Rovito cannot be trusted to follow the rules for signage and building permits, how is he to be trusted to adhere to noise ordinances, parking allocation, hours of operation, and the like? His Capri Ristorante, although not the subject of the April 19 meeting, has been the subject of many police encounters and reports over the years for staying open/serving alcohol past permitted hours, drunken patrons roaming the area, and many other infractions. Mr. Rovito has shown he cannot be trusted – even with getting permission to erect a sign – to be a good citizen and business owner here in our Village. He must not be granted another establishment.

As to noise complaints, I especially fear for the condo owners at the Burr Ridge Village Center who have endured unrelenting, loud music from the Burr Ridge Parkway businesses. As you can see from the attached document (culled from a FOIA request for all noise complaints made to police in 2020), the worst offender by far is Mr. Halleran’s County Wine Merchant.....and that establishment is FURTHER AWAY from the BRVC condos than Mr. Rovito’s proposed nightclub will be.

At the most recent Plan Commission/Zoning meeting related to Patti's Sunrise Café, several of the commissioners expressed their great concern over the shrinking parking situation in County Line Square. A parking variance was given to Mr. Halleran's new nightclub at 310 Burr Ridge Parkway (the former Fred Astaire Dance Studio). Another nightclub just a few yards away will impact parking even more. Where are you going to put all those cars?

I urge the Plan Commission/Zoning Board to DENY Ms. Andrews and Mr. Rovito all three special use variances as presented. More nightclubs, bars, live entertainment, proposed gambling/video terminals (the latter is a rumor on the street) are NOT what we want to see in Burr Ridge.
Please ----- don't turn Burr Ridge into Rosemont!

Thank you,

Sincerely,
Patricia A. Davis
26 Pine Tree Lane
Burr Ridge
630-808-6252

Beth Berger
181 Foxborough Pl.

I very strongly object
to a nightclub in the
Burr Ridge Center! The
Wine Merchants music
is loud and very
annoying to the
residents of Waterside
Please respect our
wonderful community
Beth Berger + DAN



181 Foxborough Pl
B.R. 60527

S SUBURBAN IL 604

23 APR 2021 PM 4 L



FOREVER / USA

RECEIVED

APR 26 2021

VILLAGE OF BURR RIDGE

Plus Commission

7660 County Line Rd

Burr Ridge, IL 60527

60527-695060



From: [Janet Kowal](#)
To: [Evan Walter](#); [Gary Grasso](#)
Subject: FW: Night Club in Burr Ridge
Date: Thursday, December 31, 2020 12:32:48 PM

Forwarding from the Village website email.

Janet K. Kowal
Communications and Events Coordinator
Village Of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527
Email: jkowal@burr-ridge.gov
Phone: 630-654-8181, ext. 2120
www.burr-ridge.gov

From: Nikki Bekteshi, MD <bekteshimd@rotationsmhc.com>
Sent: Thursday, December 31, 2020 12:16 PM
To: BRVillage <brvillage@burr-ridge.gov>; Gary Grasso <ggrasso@burr-ridge.gov>
Subject: Night Club in Burr Ridge

Dear Village Trustees and Mayor Grasso,

I hope this email finds you well. I have heard that there might be consideration for a night club in Burr Ridge, near Capri.

Although I support Capri restaurant as it is one of my favorites, I do not support the idea of a night club. I live behind this area, in Ambriance, and if a nightclub is approved in my area, the peace and serenity my family more than pays for in dues, fees, and homeowners taxes, will all be for nothing as it will jeopardize what we are paying for. We chose Burr Ridge for the family style living, this goes against that.

If there should be a nightclub that is approved and built, it will force me and my family to sell our home and move. I also have a medical business in Burr Ridge, and would be forced to move that as well should I need to relocate my family to a more family style location. I hope that you will not allow this. Several of my neighbors feel the same. We have all worked too hard to get to enjoy where we are with our families only to have it taken away by something that goes against most family values. The noise, alcohol and possible gambling will only cause those of us who are hard working taxpayers to move out. Why pay such high taxes while our Mayor allows everyone to come and disturb what we have built and paid for?

Makes no sense Mayor. Please remember our family values and the destruction you will cause in allowing this to come into our community and please vote against a nightclub near our highly taxed home. Burr Ridge families deserve better.
Respectfully,

Nikki Bekteshi, MD, MHS

Douglas Pollock

From: James Marrs <jimmarrs@sbcglobal.net>
Sent: Thursday, April 22, 2021 7:32 PM
To: Douglas Pollock
Subject: Nightclubs

I am shocked to learn that a night club was already approved and will be placed in the former Fred Astaire dance studio. Never knew this had gone on and now to learn of a second proposed Night Club is very discouraging. The Burr Ridge center is not an area for nightclubs. We are a quiet residential area of hardworking people and retirees. A nightclub will bring late night noise pollution, garbage, drunk driving, speeding (especially through Chasemoor Drive), and more trouble than I am sure our local police department or us residents want to deal with (i.e. fights, gun usage). It will impact property values negatively as Burr Ridge will be a less desirable place to live. Please do NOT approve the request for a Nightclub. If it's not too late please rescind the approval of the first one. Burr Ridge should never be home to nightclubs.

James B. Marrs
Burr Ridge Resident

P. S. If I had known the Trustees had approved a Nightclub for the Country Wine Merchant I would not have voted for any of them

Douglas Pollock

From: Magdalyn Patyk <mpatyk15@gmail.com>
Sent: Monday, April 26, 2021 6:16 PM
To: Douglas Pollock
Subject: Opposed to Nightclub venue -"Are We Live"

As long-time residents of Burr Ridge, we do not support the establishment of a **second** nightclub venue in County Line Square. If "Are We Live" owned and operated by Filippo Rovito is approved it will be just steps away from a previously approved nightclub at 212 Burr Ridge Parkway.

We are concerned about about:

- Property values of neighboring residences, such as Ambriance, Chasemoor and the condominiums in the Burr Ridge TownCenter.
- The already limited parking in County Line Square and the potential overflow parking issues close to these residential communities.
- The potential negative impact on the current businesses in Country Line Square.
- Increased traffic through the neighboring streets, such as Chasemoor Drive.
- Potential negative impact on the Village policing; possibly requiring an expanded police force

We urged the members of the Planning / Zoning Commission to carefully consider the possible ramifications of approving this proposal and vote "NO" on allowing this nightclub.

Sincerely,
Magdalyn & Joseph Patyk

Douglas Pollock

From: sharad gandhi <sharadcgandhi@gmail.com>
Sent: Monday, April 26, 2021 8:47 PM
To: Douglas Pollock
Subject: Opposing the proposed night club at 310-312 Burr Ridge Parkway.

I would like to formally oppose the approval of the proposed night club at 310-312 Burr Ridge Parkway. I live in Ambriance, a beautiful gated community adjoining Burr Ridge Parkway village center. Burr Ridge village slogan is a "A Very Special Place".

I am worried about the property value, noise, delivery trucks, garbage flying out, drunk patrons gathering outside the club and drunk driving.

Is this the condition we want in this very special place?

I strongly oppose approval of this night club.

I have been a resident of Ambriance in Burr Ridge for the last 16 years.

Thanks,

Sharad Gandhi

Douglas Pollock

From: Nancy Tepler <ntepler@gmail.com>
Sent: Monday, April 26, 2021 8:50 PM
To: Douglas Pollock
Subject: Are We Live

Good Evening,

I am writing in response to the proposed nightclub Are We Live?. I don't see any problem with the addition of a nightclub to our area. I may be old (66) but we're not dead. The residents of BRVC knew there was going to be restaurants and businesses when they purchased their condos. Maybe shortening the hours on the weekends would be a satisfactory compromise.

I am more disappointed in the closing of the retail shops in Burr Ridge. Ann Taylor Loft is gone and another restaurant is going up in its place. Couldn't they have used one of the other vacant spots?? I'd like to see more retail in the mall

Nancy Tepler
Chasemoor Resident

Sent from my iPad

Douglas Pollock

From: Patricia Davis <patti@davismedpr.com>
Sent: Tuesday, April 27, 2021 8:25 AM
To: Douglas Pollock
Cc: Gary Grasso
Subject: Is Gigi Rovito's "Are We Live?" nightclub a "done deal" already?

Good morning Mr. Pollock,

I am writing this email to you and ask that it be included in the agenda packet in advance of the Planning & Zoning Commission meeting May 3.

I saw this on Capri Ristorante's website this morning, which would indicate "Are We Live?" has already been approved:

7:59 AM Tue Apr 27



Capri
BY RISTORANTE
Gigi

It is wrong and disingenuous of Mr. Rovito to think that his proposed nightclub already has approval from the Village. But Mr. Rovito has overstepped the Village's guidelines previously when he put up signage for "Are We Live?" and started building last December. The Village rightly stepped in and stopped his activity until he had the requisite approvals (<https://patch.com/illinois/burrridge/burr-ridge-wants-nightclub-sign-down>). He does not yet have those approvals.

Mr. Rovito obeys no ordinances. He seems to think he can walk all over this Planning and Zoning Commission and the residents of Burr Ridge. He is out of line. I hope Chairman Trzupsek will question Mr. Rovito and his associate, petitioner Sandy Andrews, why they feel so entitled to step ahead of the rules here in this "Very Special Place."

Thank you,
Sincerely,
Patricia A. Davis
26 Pine Tree Lane
Burr Ridge

Douglas Pollock

From: Jim Dickert <jim.dickert@frontier.com>
Sent: Tuesday, April 27, 2021 10:21 AM
To: Douglas Pollock
Subject: 2 night clubs

Dear Mt Pollock, Add my vote to NOT allow the two “nightclubs” in the Village Square. Unless they end up with low attendance there will be much extra traffic from cars AND imbibed persons as most customers will be from other areas. There is not enough population in Burr Ridge to support 2 clubs so that means traffic from out of town. The folks living in “downtown” Burr Ridge and Chasemoor will not appreciate the traffic and noise and will be negatively affected.

We should see more about these ideas. The parking is already crowded in the area and will be unable to absorb the extra traffic,

We live in Chasemoor and we would likely wish for a gated entrance to avoid boozed up traffic at closing time.

We are not kill-joys but, if “approved” will not end well. If it was an expansion of a restaurant with entertainment along with dining, that would be more appropriate.

Jim and Renee Dickert

Douglas Pollock

From: Cindy Mottl <cindy.mottl@comcast.net>
Sent: Tuesday, April 27, 2021 2:14 PM
To: Douglas Pollock
Subject: Are We Live Nightclub

My husband Dan and I are against the approval of this project and the granting of variances for the following reasons:

1. There already is a nightclub approved for that center.
2. There already are problems with noise, drunken patrons, and after hours operations related to outdoor music at the Country Wine Merchant and operations at Capri Ristorante.
3. The residential areas surrounding the nightclubs will likely see lower property values and face difficulty selling their properties due to #2.
4. Inadequate parking in the center.
5. Mr. Rovito, the owner of Capri Ristorante and the person seeking to open Are We Live has multiple felony convictions, including the kidnapping, beating and rape of a 14 year old (<https://caselaw.findlaw.com/il-court-of-appeals/1064158.html>) and drug charges related to heroin (see attached village memo). Our concern is that his past as well as current issues at Capri, including after hours operation and ignoring the governor's COVID ban on indoor dining would lead to problems at this venue. He breaks and bends rules.
6. Rovito mob ties. See previous article and <https://www.google.com/amp/s/chicago.suntimes.com/platform/amp/2015/11/17/18461489/pal-of-outfit-boss-gets-4-years-for-extortion>. Again, these ties make the operation of a nightclub by Rovito problematic.
7. 6. Large campaign contributions to village mayor. <https://www.wcia.com/news/local-news/shady-campaign-cash-flows-to-gop-candidate/>. This is relevant because it shows the close ties between Rovito and Burr Ridge village government.
8. The brazen assumption by Rovito that this is a done deal. See attached photo of website announcement.



Bur

Memo

COPY

To: Karen Thomas, Village Clerk
From: John W. Madden, Chief of Police
Date: June 4, 2013
Re: Liquor License Applicant Background Investigation

A background investigation was conducted on the following liquor license applicant from Burr Ridge. The applicant, Rovito, Filippo Jr. (aka Gigi), transitioned from restaurant management to liquor license application. The applicant listed below is a convicted felon with multiple felony convictions. § 12-1.1-1 offenses of Aggravated Criminal Sexual Assault, Manufacture / Delivery of Controlled Substances, and Possession of Heroin. Mr. Rovito was sentenced to six years imprisonment in the Illinois Department of Corrections in 1997. Rovito was released from prison on May 14, 2002 and was required to register as a sex offender for 10 years.

Chapter 25, section 25.38, Section F - A person who has been convicted of a misdemeanor under any Federal or State law dealing with or regulating the sale, distribution, or use of drugs, cannabis sativa, or controlled substances as defined under the Liquor Control Commissioner determines that such person

7:59 AM Tue Apr 27



Capri
BY RISTORANTE
Gigi

Cindy Valek Mottl
Burr Ridge resident since 1976

Douglas Pollock

From: darshiwadhwa@aol.com
Sent: Tuesday, April 27, 2021 2:33 PM
To: Douglas Pollock
Subject: Planning/Zoning Commission - Night Club

We at 128 KRAML DIVE, Burr Ridge, IL. 60527 protest the consideration/approval of this.

Please add our names to the list for May 3rd meeting.

Thanks.

Sudarshan Wadhwa & Asha Wadhwa

Douglas Pollock

From: Diane <dianemweber@gmail.com>
Sent: Tuesday, April 27, 2021 2:33 PM
To: Douglas Pollock
Subject: Nightclub opinion

I am a resident of Chasemoor in Burr Ridge, only a few blocks from the proposed nightclubs. I often walk to the center to shop or purchase groceries. I enjoy the environment here, the walking paths, the access to the Pace bus and the safe feeling of the community.

Other people I know here are not interested in another place to drink or party, nor are they interested in hearing noise or having additional people nearby in the wee hours of the morning. And neither am I. I didn't move here for that. So I am opposed to approving either of the nightclubs as I believe they will bring more harm than benefit to our community.

I think establishments should be opened in the communities that will frequent them, not in other communities that will have to deal with the negative effects as noise, drunk drivers and overcrowded parking lots.

Thank you for listening to my view.

Diane Weber

Douglas Pollock

From: Property Manager <pm@ambriance.com>
Sent: Tuesday, April 27, 2021 2:40 PM
To: Douglas Pollock
Subject: Comments RE: Proposed Nightclub 310-312 Burr Ridge Parkway

To Whom it May Concern:

On behalf of the residents of The Ambriance Trust, we the Board of Trustees wish to express our opposition to the proposed nightclub that would occupy the currently vacant space at 310-312 Burr Ridge Parkway. In connection with this proposition, we are also opposed to the granting of a Class H liquor license to this establishment.

Our gated community was developed in the late 1980's with the intent and purpose of offering our members a private, serene retreat from everyday noise contamination. Our homeowners are primarily hardworking professionals that greatly value the peace and quiet enjoyment that the community offers. Many of our homeowners are in the medical field and their schedules require them to rise at a very early time of day.

Ambriance is located directly next to the location of the proposed nightclub. The development of an establishment that would permit its patrons to be in the area until 1:00 or 2:00 AM would have a highly negative impact on our community. Our Rules and Regulations prohibit our homeowners from making noise past 10:00 PM. It would be impossible for us to prohibit the activities and noise from this establishment without police intervention. The homeowners at Ambriance have heavily invested in their homes. The development of this nightclub would also be detrimental to property values, not only at Ambriance but the community in general.

As such, as representatives for the homeowners at Ambriance, we vehemently and unanimously oppose this development as we consider it incongruous with the area.

We empower our Property Manager, Ms. Rosa M. Ordetx, to act as our representative for any communications regarding this matter. Please direct any questions or comments via email to PM@Ambriance.com or by calling our onsite management office at 630-325-6631.

Respectfully,

The Board of Trustees for The Ambriance Trust

Dr. Anis Mekhail
Mrs. Patricia Forkan
Mr. Sharad Gandhi
Mr. Alan Johnson
Mr. William Napleton

cc: Ms. Rosa M. Ordetx, Property Manager
630-325-6631

Douglas Pollock

From: vcsalamone88@aol.com
Sent: Tuesday, April 27, 2021 5:40 PM
To: Douglas Pollock
Subject: Burr Ridge nightclub

To whom it may concern,

I would like to express my disinterest in the proposed nightclub, "Are We Live" by Capri Ristorante. As a lifelong resident of Burr Ridge, I believe our beautiful city does not need this type of business in the Burr Ridge Village Center. Parking at this center is a issue and this "nightclub" would only make things worse for the other patrons of these Burr Ridge businesses. Please consider rejecting this proposal.

Vito

Douglas Pollock

From: Vito Salamone <vito823@gmail.com>
Sent: Tuesday, April 27, 2021 5:44 PM
To: Douglas Pollock
Subject: Capri nightclub

Hello,

I would like to propose that the following nightclub not be allowed in Burr Ridge. Burr Ridge does not need the congestion, traffic, noise or headaches associated with a nightclub. Please consider rejecting the proposal.

Douglas Pollock

From: Michelle Linz <linzobre@gmail.com>
Sent: Tuesday, April 27, 2021 5:50 PM
To: Douglas Pollock
Subject: Burr Ridge nightclub proposal

Dear Mr. Pollock,

As a mother of three living in Burr Ridge for the better part of a decade, I am STRONGLY against Capri Ristorante's bid for a new nightclub. I do not mind paying high property taxes for the exclusivity of what Burr Ridge has to offer, however, I will not stay silent on the following matter. The idea of the owners blatant disregard for the rules through constructing the sign, and going about building out this location without any permits shows the kind of character Capri Risorantes owner really is. If this nightclub is approved I will strongly consider moving out of the town I love.

Lindsay

Douglas Pollock

From: John Brewer <jbjb02p@gmail.com>
Sent: Tuesday, April 27, 2021 5:56 PM
To: Douglas Pollock
Subject: Capri Nightclub Dismay

I would like to bring the matter of the proposed nightclub, "Are We Live", into question. As a resident of Burr Ridge, I am against this idea and would like to strongly recommend the board to deny the applicants request for a business license for the following reasons; traffic, noise that it may bring, rowdiness, and most importantly, the lack of parking that currently exists in this town center. I am against this idea and would not be happy if the zoning and planning commission approves the applicant.

John B

Douglas Pollock

From: Frank Lucca <luccafrank7@gmail.com>
Sent: Tuesday, April 27, 2021 6:11 PM
To: Douglas Pollock
Subject: Are We Live Yet nightclub

To whom it may concern,

As a resident of Savoy Club, I was instructed by a fellow neighbor to reach out and express my disinterest in the following proposal by Capri Restaurant. We would like to board to consider rejecting the proposal for a new nightclub in Burr Ridge. This is not what I, or my family, would like to see in our area. Thank you for your consideration.

Frank

Douglas Pollock

From: Michael Philip <homesbymike80@gmail.com>
Sent: Tuesday, April 27, 2021 6:21 PM
To: Douglas Pollock
Subject: Zoning/Planning Commission Capri new nightclub

Dear Doug Pollock,

I would like to express my sincere opposition to a new nightclub coming to Burr Ridge. This is not what our city needs. Whats next? Gaming? Please reject this proposal. There is simply not enough parking in this area for one. The restaurant has a tent that takes up half of the parking lot as well. How is this not a violation in itself? Please get back to me on this one.

A Concerned Resident,
Michael

Douglas Pollock

From: Larry Sala <larry1181@yahoo.com>
Sent: Tuesday, April 27, 2021 6:30 PM
To: Douglas Pollock
Subject: Capri new nightclub

Hello-

My name is Larry Sala and I am opposed to the proposed new nightclub coming to Burr Ridge. Please reject this proposal. The reason I am against this new nightclub is because I currently work in the Burr Ridge Center and the parking is a huge issue. So much an issue, that I have had to resort to pulling in front of my place of work just to wait for a parking space to open up. This is especially an issue on the weekends. If this new nightclub comes to Burr Ridge, parking will be an even bigger issue. Thank you for your consideration in rejecting this proposal.

Larry Sala

Douglas Pollock

From: Arthur Gordon <arthur.gordon@yahoo.com>
Sent: Tuesday, April 27, 2021 6:43 PM
To: Douglas Pollock
Subject: No Nightclubs in Burr Ridge

Nightclubs are not welcome in Burr Ridge.

We do not want the noise, the drunken behavior, the drugs or the stigma of a nightclub.

As a twenty-five year resident I have enjoyed the peace and quiet of our family oriented village.

It is the job of village officials to keep our lovely village wholesome and desirable. Nightclub/s will degrade the village and drop our property values and anger the residents.

I have no problem with restaurants serving food and alcohol. Also outdoor dining is no problem. Nightclubs no, in fact hell no!

I would gladly join and contribute to any legal action required to quash this terrible intrusion.

Douglas Pollock

From: Denise Styrzula <rczula938@gmail.com>
Sent: Tuesday, April 27, 2021 6:44 PM
To: Douglas Pollock
Subject: New nightclub in Burr Ridge

As a lifelong resident of Burr Ridge, I oppose the planning commission allowing a new nightclub in the village center. Parking issues, noise complaints and an overall general nuisance would ensue if the permits are granted. Please reject this proposal to keep Burr Ridge "A Very Special Place".

Thank you for your consideration,
Denise S

Douglas Pollock

From: Philip Salamone <psal9205@gmail.com>
Sent: Tuesday, April 27, 2021 7:24 PM
To: Douglas Pollock
Subject: Capri Restaurant new nightclub proposal

Good afternoon Mr. Pollock,

I would like to bring the matter of a new nightclub to attention that is being proposed by business owner Gigi Rovito at Capri Ristorante. First and foremost, I would like to make it clear that I am strongly against the idea of any nightclub in Burr Ridge. As a resident of Burr Ridge for the better part of 20 years, I would like to say that this is not what this city needs. Burr Ridge bears the logo of it being a "Very Special Place", and I could not agree more. I love this city, and could not imagine myself living anywhere else. With that being said, I would be remiss to say that if this proposed venture is approved, I would wholeheartedly be disappointed.

I am all for small businesses succeeding and thriving, especially in these tough and trying times, however, I am not on board with what this business model may potentially bring to our city. One thing that comes to mind is the congestion that we currently face in this Burr Ridge town center currently. With the addition of Chase bank years back, this shopping center lost a good amount of parking spaces that were once utilized. As a member of CycleBar, everytime I have a scheduled evening class, there is not one available parking space. Not to mention Capri Ristorante's use of the tent structure that takes up half of the East side of the parking lot.

Another issue that plagues me is the idea of the noise my family and I will have to endure when this establishment is open well into the night. During summer hours this past year the wine bar proved to be a nuisance with the karaoke and extended hours. I can only imagine what it would be like for our family if both of these operations are up and running simultaneously.

I hope that we can continue to keep the town I love, Burr Ridge, "A Very Special Place" for years and years to come. I appreciate the board taking my concerns into consideration.

Philip S

Douglas Pollock

From: Kathleen Lotz <lotz0746@gmail.com>
Sent: Tuesday, April 27, 2021 7:48 PM
To: Douglas Pollock
Subject: Nightclub in Burr Ridge

Dear Mr. Pollock,

As a resident of Burr Ridge, I would like to bring attention to the proposed new nightclub in question. I would like to give my stance on this matter and say I strongly disagree with the Village of Burr Ridge allowing this type of endeavor in our city. I feel we do not need, or want a nightclub in Burr Ridge. We need to preserve our community, not tear it down with illicit businesses. This would lead to the decline of our property values and I can not get behind that idea. We pay far to much in taxes to get away from the rift-raft found in the city of Chicago. I do not wish to see any of that nonsense in the future in our city.

Kathleen L

Douglas Pollock

From: Linette G <linettejr1@gmail.com>
Sent: Tuesday, April 27, 2021 7:58 PM
To: Douglas Pollock
Subject: Are We Live nightclub

Dear Doug Pollock,

My name is Linette Georgen and as a Burr Ridge resident, I am opposed to a new nightclub coming into our wonderful city of Burr Ridge. Please consider rejecting this proposal as this "nightclub" would bring everything in which our city does not need. Parking is already one issue to consider with the Burr Ridge center being pretty much at full capacity during weekdays and total capacity on weekends. The noise is another factor I would like to be considered. I appreciate your time and look forward to hearing what other residents think.

Sincerely,
Linette Georgen

Douglas Pollock

From: Anne Tuc <tuc7988@gmail.com>
Sent: Tuesday, April 27, 2021 8:06 PM
To: Douglas Pollock
Subject: Capri nightclub

To whom it may concern,

I was instructed by a fellow resident of Burr Ridge and neighbor of mine to email and give my stance on the new proposed Burr Ridge Capri nightclub that is being considered. I would like to flat out say that I am strongly against this proposal and would be extremely upset if this were to be approved. I am not the only person who feels this way. Burr Ridge is Burr Ridge, it is not Rosemont. Lets keep our village a beautiful and a very special place.

Anne T.

Douglas Pollock

From: John Kuhlman <jkuhlmanjr2@gmail.com>
Sent: Tuesday, April 27, 2021 8:44 PM
To: Douglas Pollock
Subject: Fwd: Screenshot 2021-04-27 at 8.33.20 PM

Hi Doug,
I find it interesting that Gigi was already acting like the night club was coming back in 2020. You have probably been alerted to this previously.

Regards,
John Kuhlman

Sent from my iPhone

Begin forwarded message:

From: Ann Kuhlman <amason4@aol.com>
Date: April 27, 2021 at 8:33:48 PM CDT
To: John Kuhlman <jkuhlmanjr2@gmail.com>
Subject: Screenshot 2021-04-27 at 8.33.20 PM



ibygigi.com



Capri Banquets & Catering

📍 24 Burr Ridge Parkway, Burr Ridge,
IL 60527

📞 708-505-1100

Capri By Gigi Group

COMING SOON

“Are We Live” 312 Burr Ridge Parkway
in Burr Ridge!

Right by Capri Ristorante.



Sent from my iPhone

Douglas Pollock

From: Linda Palamar <lindapalamar@hotmail.com>
Sent: Tuesday, April 27, 2021 9:08 PM
To: Douglas Pollock
Subject: Defeat the proposal of the night clubs

Douglas Pollock

From: Linda Palamar <lindapalamar@hotmail.com>
Sent: Tuesday, April 27, 2021 9:57 PM
To: Douglas Pollock
Subject: DEFEAT THE NIGHT CLUBS PROPOSED FOR BURR RIDGE

Dear Mr. Pollock,

I have been a resident and a Realtor in Burr Ridge for over 35 years. I am completely opposed to the establishment of the two night clubs being proposed for County Line Square.

If approved, the property values are going to suffer. The noise, the extra traffic, drunk drivers and

possible destruction of property.in

I feel as though the village leaders are not considering the good of the residents. It is about time things

were done in full view and discussion with the voters, It is time for you to listen and be up front with us.

Thank you,

Linda Palamar 36 Thornhill Court, Burr Ridge, 60527

Douglas Pollock

From: Margaret Koludrovic <henry803@gmail.com>
Sent: Thursday, April 22, 2021 5:51 PM
To: Douglas Pollock
Subject: Proposed Nightclubs

I am not all in favor of nightclubs in Burr Ridge.

Moved to Chasemoor 6 years ago to enjoy peaceful community.

Please consider our feelings and concerns regarding this matter.
Margaret Koludrovic
50 Thornhill Ct.

Sent from my iPhone

Douglas Pollock

From: Margaret Marrs <mjmarrs@sbcglobal.net>
Sent: Thursday, April 22, 2021 7:46 PM
To: Douglas Pollock
Subject: Night clubs in Burr Ridge....NOT HERE

I want the Village Planning/Zoning Commission to vote NO to ANY FORM OF NIGHT CLUB related establishments in Burr Ridge.

We are a "bedroom community", i.e., not an entertainment Mecca. The existing GIGI's Capri has taken advantage of the village government's participation in provisions of tents to continue serving customers during Covid precautions. In February, I picked up "take out dinners" and had to go into the restaurant, to then see people packed in both the restaurant and the tent. No effort was evident of the owners maintaining any six foot distance between diners., in either the tent, nor the restaurant. It is obvious what the owners will exploit with a night club, with packed bars, body to body drinking and dancing. Where are the Covid protections Mayor Grasso touts? Capri hAs made a joke of Mayor Grasso, and there seemed to be no change, up to date.

I live in Chasemoor, and we share a wall with a gated community, Ambriance. Having loud music pounding Beats, patrons drinking, (night clubs are bars) is not the character of Burr Ridge community. Parking is already used by the Village Center restaurant patrons, because on street parking is very limited. DUI's will increase, if our police do their jobs, and I don't want our police to be challenged by drunken patrons driving down a residential street, and resisting arrest.

NO to any NIGHT CLUBS in the area. If this request is approved, the appearance will look suspicious.

My husband was a Plan Commission Member on Hinsdale, as well as a DuPage Zoning Board Commissioner during the 1990's, so I am very aware of the pressure brought to Commissioners. It is a difficult job to do with integrity and commitment to your constituents. Be a responsible board representing the community.

NO NIGHTCLUBS.

Sent from my iPad

From: [Anatoly Okun](#)
To: [Douglas Pollock](#)
Subject: New Nightclub
Date: Monday, April 26, 2021 2:42:43 PM

To the members of the Planning/Zoning Board,

I am a long time resident of Burr Ridge and support the Village's Vision Statement and Strategic Goals. The Statement reads in part 'Burr Ridge is a high-quality suburban community with low-density neighborhoods characterized by distinctive homes in natural settings. The Village accommodates residents who seek a sense of privacy in a tranquil environment.'

How will allowing one or two nightclubs to operate in the County Line Square or anywhere else in the Village move us closer to reaching the Strategic Goals? The late hours and zoning for entertainment, dancing and liquor late at night will clearly result in more noise, more traffic, crime and less tranquility for the residents.

Please vote against the proposed nightclubs!

Anatoly & Nina Okun, Chasemoor

From: [mary tromiczak](#)
To: [Douglas Pollock](#)
Subject: Night Club
Date: Monday, April 26, 2021 11:20:33 AM

As a resident of Burr Ridge, I strongly disapprove of the proposed night club in the County Line Square. There are plenty of restaurants in that area and a late night establishment would not fit in our family environment. I sincerely hope this proposal is rejected by the Planning/Zoning Commission.

Thank you for your consideration.

Mary Tromiczak
140 Carriage Way Drive, #125

From: [Marianne](#)
To: [Douglas Pollock](#)
Subject: Night Club X2
Date: Saturday, April 24, 2021 5:24:41 PM

I am distressed to find out not one but two night clubs. As the first one has been approved why don't we wait to see how the first one works out before be put in a second. We can say good bye to walking around. People who frequent clubs also are armed. Who will be the first to get shot. The peace will leave us and no one else will want to come to live here.

Marianne Mangan 1000 VCD.

From: [Karen Elizabeth Berg Phillipp](#)
To: [Douglas Pollock](#)
Subject: Nightclub in Burr Ridge County Line Square
Date: Friday, April 23, 2021 6:17:46 PM

I have lived in Burr Ridge since before the mall was built, 1987. Raised four children and saw all the changes from Bockwinkles, the video store, the popcorn store and the Hot dog/pizza restaurant. Lots of change, progress.

The stores have suffered with Covid19 but now things are improving. It's a great place for restaurants and it is a family friendly place.

We fought the large Cinema that wanted to come in. My ex husband and I spent a lot of private money to fight with the Daley Law firm with John George. We actually won and thank goodness we don't have that mall, which would have been an eyesore

Now, Capri Ristorante, a wonderful restaurant, wants to engage in this process of having a nightclub? Just not a "Good fit" for Burr Ridge. Please work as hard as you can to prevent this in the mall.

It will add crime problems, noise and just not an appropriate for our village.

It's just my opinion but this will be be more money and work with police for our Village. I believe the owner of Capri is

"Pulling his weight around." Perhaps another venue for a family restaurant or a nice boutique or a clothing store? I don't see Hinsdale adding a night club?

Most sincerely concerned for our village,

Most sincerely,
Karen Elizabeth Phillipp
Burr Ridge

--

Karen E Phillipp

From: [SE](#)
To: [Douglas Pollock](#)
Subject: Nightclub opposition
Date: Monday, April 26, 2021 12:53:41 AM

To whom it may concern:

I am a resident of Burr Ridge, with young kids, and I completely oppose the proposed business (nightclub in county line square). This will bring in unwanted traffic, noise, drunk drivers into our beautiful community. As a mother of young kids, we want to keep our future generations safe, we want to keep our families safe. My husband is a physician who is on call throughout the month. I am worried for his safety if he's leaving home to attend to an emergency, that he could possibly get hit by a drunk driver without even exiting Burr Ridge. My kids need their father.

We are also paying high taxes to be in a safe secure and quiet area. It makes no sense to pay this much in taxes when there's a possibility of getting hit by a drunk driver in your own neighborhood. We want to feel safe, we NEED to feel safe. A nightclub will also bring down property value. Nightclubs don't belong in this area.

From: [John Kuhlman](#)
To: [Douglas Pollock](#)
Subject: Nightclub
Date: Saturday, April 24, 2021 5:36:48 PM

Doug,

You have got to be kidding me. Are we turning Burr Ridge into a mini Rosemont?

Burr Ridge was originally a very nice country type village. How do Ambiance and Chasemoor feel about having 3 busy entertainment venues in their backyards?

The liquor commissioner better think long and hard and get resident approval before issuing another liquor license and so should the village trustees. I appreciate the fact that these facilities bring in tax revenue but it shouldn't be to the detriment of village residents who moved here with hopes of living and raising families in a quiet and respected community. I would like to see how much revenue Burr Ridge received yearly from Capri prior to the pandemic. By the way when does Capri take down the tents that look hideous and take up parking. Thanks Doug, I look forward to hearing from you.

Regards,

John A. Kuhlman, Jr.
Sent from my iPhone

From: pwall0749@aol.com
To: [Douglas Pollock](#)
Subject: Nightclubs
Date: Sunday, April 25, 2021 10:00:59 AM

We have been Chasemoor residents for over six years. We moved here because of the quiet nature filled area. The residents of this area tend to be older seeking to enjoy their retirement.;
The last thing that is needed are nightclubs that mostly cater to people that do not live near here.

It would be one thing if the establishments closed at 10PM Sunday thru Thursday and midnight Friday and Saturday but midnight and 2 AM!! Where will these patrons be coming from? This area will become their last stop after an evening of drinking. We've all been there in our 20s-30s.

It will not remain a safe area. We do not have a police force to handle what could happen after hours.
Please think twice and at least limit their hours.

Joy & Jim Wallace

From: [Gina McHugh](#)
To: [Douglas Pollock](#)
Subject: NO to "NIGHTCLUBS" in Burr Ridge!
Date: Sunday, April 25, 2021 4:49:56 PM

To Whom it May Concern,

As owners in the Chasemoor neighborhood, we were shocked and appalled to learn that MR. Halleran, County Wine Merchant owner, was already given approval by the village to open a nightclub in the County Line Square shopping area. We are adamantly opposed to the approval of any proposed nightclub, including 'Are We Live', to be owned and operated by Filippo 'Gigi' Rovito, in the Burr Ridge Parkway (County Line Square) shopping area. We believe this will negatively impact the safety of our community as well as reduce the value of our property by attracting a segment of society that embraces alcohol and drug abuse, sex trade and gambling.

Capri Restaurant in Burr Ridge currently owned by Mr. Rovito, is allowed to park an unsightly trailer on the north side of the restaurant and dump garbage, including glass beer bottles, cans and other restaurant paraphernalia, into the PACE bus stop field without consequence. Capri Restaurant has taken over the parking lot to the south of the restaurant with an unsightly tent that should have been removed months ago after the Covid Illinois shut down was lifted but, for some reason, has been given permission to remain. There is an open gas tank on the east side of the tent that is also unsafe.

We are concerned that this is indicative of what we can expect, and then some, if no action is taken to stop Mr. Rovito from expanding his business ventures in our neighborhood.

It is due to these facts that we, as Burr Ridge residents, question why Burr Burr Ridge officials, elected to look out for the best interests of our community, have already approved one nightclub and are not taking action to stop Mr. Rovito from opening another.

We are proud of our community and Burr Ridge's respectable reputation and we oppose the approval of 'Are We Live' and any other comparable endeavors in the village of Burr Ridge.

Respectfully,

Ed and Gina McHugh
173 Foxborough Place
Burr Ridge, IL 60527

From: [Sue M. Bauer](#)
To: [Douglas Pollock](#)
Subject: NO TO NIGHTCLUBS IN BURR RIDGE
Date: Sunday, April 25, 2021 7:24:48 PM

To Whom It May Concern:

Recently I've been made aware of not one but possibly two nightclubs coming into Burr Ridge directly behind the beautiful residential area of Chasemoor. I live in Chasemoor and am opposed to this endeavor and future approvals of this nature within such close proximity to our lovely community. Why?

There's already been a mass exodus of favorite retail stores due to parking issues and replaced with eateries creating more parking problems and traffic thru our community. NOW you want to approve the likes of late night drinking, dancing, more noise and traffic causing establishments open til Midnight and 1 a.m. and probably some gaming machines too? Again, why? So the owners of this plaza who "sold" the promise of living, dining and shopping to its residents and nearby neighbors can be disturbed with more traffic thru Chasemoor and people coming from all over to make noise and litter our community? We have lovely respectable summertime venues for outside entertainment and enjoyment without being open til Midnight or 1 a.m. to disturb the community.

This isn't Las Vegas for goodness sake!!! Jen's Guesthouse is located very close by and **isn't in a resident community** and has tasteful entertainment and doesn't stay open that late **NOR is near** any residential community.

When my favorite store Chico's left recently I drove to their store in Orland Park to utilize gift cards I received and was told that their shopping center owners also owned our Burr Ridge Center and planned on making it an Entertainment Hub...I'm sure the financial implications are great for the center owners BUT strongly feel it will be at OUR expense. We desired to live in a peaceful family oriented community and maintain/increase the value of our homes and not have them depreciated, that's why we chose to live in this community. I'm totally opposed and disturbed that our local government would want to bring/approve anything but respectable establishments within the Village of Burr Ridge. **NO TO NIGHTCLUBS IN BURR RIDGE!!**

Sincerely,
Sue M. Bauer
189 Foxborough Place
Burr Ridge, Il 60577

NOISE COMPLAINTS FILED BY RESIDENTS OF BURR RIDGE VILLAGE CENTER CONDOS IN 2020

<u>CAPRI RISTORANTE</u> 324 BURR RIDGE PARKWAY	LOUD MUSIC COMPLAINT	6/12/20	11:19 PM
<u>CYCLEBAR</u> 124 BURR RIDGE PARKWAY	LOUD NOISE COMPLAINT FROM OUTDOOR WORKOUTS	6/17/20	8:40 AM
<u>COUNTY WINE MERCHANT</u> 208 BURR RIDGE PARKWAY	LOUD NOISE COMPLAINT	7/17/20	10:49 PM
	LOUD NOISE COMPLAINT	7/24/20	10:41 PM
	LOUD NOISE/KARAOKE	7/25/20	10:56 PM
	LOUD MUSIC COMPLAINT	8/21/20	9:52 PM
	LOUD NOISE/KARAOKE	8/29/20	11:15 PM
<u>BURR RIDGE PARK DISTRICT</u> "CONCERT ON THE GREEN" BURR RIDGE VILLAGE CENTER	LOUD NOISE COMPLAINT	9/15/20	10:40 PM
<u>TOPAZ RESTAURANT</u> 780 BURR RIDGE PARKWAY	LOUD NOISE COMPLAINT	9/25/20	10:10 PM
<u>VILLAGE CENTER ACTIVITIES</u> BURR RIDGE VILLAGE CENTER	LOUD NOISE COMPLAINT	9/15/20	11:19 AM
Via email to Village: "Loud noise almost daily at the Village Center, noise is coming from daily activities is disturbing"			

From: [John Perez](#)
To: [Douglas Pollock](#)
Subject: Opening of 2 night clubs in County Line Square
Date: Saturday, April 24, 2021 11:30:55 AM

I am very concerned due to the noise until very late hours that will generate to have 2 night clubs at County Line

Square.

In my neighborhood, Chasemoore of Burr Ridge dwell mostly elderly persons and many of them are sick that need

to rest and not the aggravation of their conditions and ailments.

Due to above reasons I am vehemently oppose to the opening of both night clubs.

Sincerely,

John F. Perez, M.D.

Sent from [Mail](#) for Windows 10

From: [Judy Raica](#)
To: [Douglas Pollock](#)
Subject: Planning Commission meeting re:nightclub
Date: Friday, April 23, 2021 12:40:09 PM

I am absolutely not in favor of allowing another nightclub in the Village of Burr Ridge. I was shocked to learn a license was already allowed in the former Fred Astaire location.

I live in Burr Ridge in Chasemoor and think the additional traffic and noise will be a significant problem. I am in favor of business development in the community but not in the form of a nightclub. Call is what you will this type of business with late bar hours will cause more problems than it's worth to our area. The location along Burr Ridge Parkway is not the appropriate place for it. If the Village is interested in allowing this type of establishment, then put it in a better location.

I realize this has been a difficult year for most of the businesses in the Village but this is definitely the wrong decision.

Judy Raica
160 Easton Place
Burr Ridge, IL

From: [Jean Carey](#)
To: [Douglas Pollock](#)
Cc: [David Preissig](#)
Subject: Public Comment-Chasemoor of Burr Ridge
Date: Monday, April 26, 2021 1:12:50 PM
Attachments: [Village Letter.pdf](#)

Dear Doug,

Please see the attached letter regarding comments from the Board of Directors on behalf of the association and owners at Chasemoor of Burr Ridge. The board would like this included in the Planning/Zoning Commission report at the meeting on May 3rd.

I'd also like to find out how owners can join the meeting, is there a Zoom link or can they attend in person.

Please confirm you received this email and letter.

Thank you,

Jean Carey, CMCA
Account Executive
Erickson Realty and Management, Inc.
13301 S. Ridgeland Avenue, Suite B
Palos Heights, Illinois 60463
P: 708-425-8700 Ext. 213
F: 708-425-8562
jean.carey@ericksonmanagement.com

Visit us at ericksonmanagement.com

From: [ELAINE LAYDEN](#)
To: [Douglas Pollock](#)
Subject: Re: Nightclub opinion
Date: Monday, April 26, 2021 8:41:25 AM

To whom it may concern:

We strongly urge the Village of Burr Ridge to NOT support the concept of having a night club in the Burr Ridge mall run by Filippo “Gigi” Rovito, the owner of Capri restaurant.

- **Night clubs in the Mall with license to sell liquor until 1AM on Thursday/2AM on weekends is not consistent with image of Burr Ridge.**
- **There are homes near the proposed site that could be disturbed by traffics and noise.**
- **the parking is already problematic due to a large tent from Capri taking up space.**
- **The thought of nocturnal activity and driving home after two in the morning is unacceptable.**
- **The owner of Capri, Filippo Rovito, has had complaints - It seems that Mr. Rovito has his own set of rules. According to locally published accounts:**

he has been reprimanded more than once regarding following Public Health mask policies - putting customers at risk.

Before any formal Village approval, Rovito placed a sign on the face of the building that he proposes as the site of the new nightclub.

There have been several complaints about after hours business at Capri Restaurant

He has made illegal donations to politicians that the politicians had to return

Thomas and Elaine Layden
Carriage Way POA Home owners

From: [Douglas Pollock](#)
To: ["Elena Galinski"](#)
Cc: [Evan Walter](#)
Subject: RE: Noise pollution concerns in Burr Ridge
Date: Monday, April 19, 2021 9:15:00 AM

Elena,

I will forward your comments to the Plan Commission for their consideration. They will review your comments and provide a recommendation to the Board of Trustees if they deem further action to be appropriate. You will also have the opportunity to raise these questions at the public hearing (May 3) if you so choose.

Please note that "outdoor" music/live entertainment was not approved for any restaurant in County Line Square nor is it proposed for the pending restaurant with live entertainment. Both restaurants plan to have outdoor dining but the approval for live entertainment is limited to the indoor area of the restaurants.

Doug Pollock, AICP

Planner
Village of Burr Ridge
(630) 654-8181, extension 3000

From: Elena Galinski <meg611@gmail.com>
Sent: Friday, April 16, 2021 2:08 PM
To: Douglas Pollock <DPOLLOCK@BURR-RIDGE.GOV>
Cc: Evan Walter <EWalter@burr-ridge.gov>
Subject: Re: Noise pollution concerns in Burr Ridge

Hello Doug,

Thank you for replying. I know there was a resident at the Burr Ridge Village center condos that had brought up the existence of recurring noise complaints about Country wine merchant at a recent Board meeting before their recently approved expansion which will include live (outdoors?) music. If the new nightclub addition to Capri has outdoor live music my understanding is it will be even closer to residential areas and therefore more likely to be heard.

Given that there have been repeated complaints, it seems like the police asking the business owners to lower the volume is a temporary fix and not a permanent deterrent, especially when these businesses would appear to have a financial incentive to play their music loudly.

Can the plan commission please consider expanding the noise pollution performance standards to apply to noise emitted to residential districts and to those condos, by these restaurants that are expanding into the "nightclub" uses?

How can this get added to the plan commission agenda?

Also, can it be communicated to the Capri folks to please address prevention of noise pollution in their proposed request for variance?

Best regards,
Elena Galinski

From: Douglas Pollock <DPOLLOCK@BURR-RIDGE.GOV>
Sent: Friday, April 16, 2021 10:33 AM
To: Elena Galinski <meg611@gmail.com>
Cc: Evan Walter <EWalter@burr-ridge.gov>
Subject: RE: Noise pollution concerns in Burr Ridge

Elena,

Please see comments below.

Doug Pollock
Planner
Village of Burr Ridge
(630) 654-8181, extension 3000

From: Elena Galinski <meg611@gmail.com>
Sent: Thursday, April 15, 2021 10:29 AM
To: Douglas Pollock <DPOLLOCK@BURR-RIDGE.GOV>
Cc: Evan Walter <EWalter@burr-ridge.gov>
Subject: Noise pollution concerns in Burr Ridge

Hello Doug,

I have questions about zoning and noise pollution in Burr Ridge, given the recent approval of an expansion including outdoor dining/music and the upcoming proposed zoning variation for another outdoor dining/ dancing/ music venue. I'd like to understand whether the plans include noise barriers and confirming measurements of noise levels to ensure that nearby residential areas are not impacted by noise pollution.

Hello Doug,

I have questions about zoning and noise pollution in Burr Ridge, given the recent approval of an expansion including outdoor dining/music and the upcoming proposed zoning variation for another outdoor dining/ dancing/ music venue. I'd like to understand whether the plans include noise barriers and confirming measurements of noise levels to ensure that nearby residential areas are not impacted by noise pollution.

1. Is the 2021 Zoning map posted somewhere on the website? I could only find the 2017 Zoning map. The 2021 Zoning Map is available here: <https://www.burr-ridge.gov/community-development/sign-regulations/> under "Zoning Map" on the left.
2. Does the Village have equipment to measure sound levels/noise? The Village owns sound measuring tools and utilizes the equipment when needed.

3. Is there a procedure for how to measure sound levels/noise? **Staff measures sound levels at the lot lines, as that is how the noise levels are regulated in the zoning code.**
4. Are police officers trained on the equipment/procedure so that they can determine if a noise complaint shows a violation of the ordinance? What is the frequency of this training, and do the police have ready access to the equipment? **Police and Code staff share equipment, and we have occasionally used an acoustic engineer in more complex situations.**
5. How is it confirmed that a new business or expansion will meet the Zoning General Regulations/Performance with regards to noise emissions/noise pollution – it seems that this should be required to be confirmed and certified by an engineer before allowing occupancy, per **Section VIII Section Administration and Enforcement; F Zoning Certificates 3. Compliance with Performance Standards?** **We do not require preemptive confirmation of compliance with the performance standards in the zoning ordinance. If we receive a complaint or if we have reason to believe there is a potential for violation, we would address those standards at that time.**
6. If a proposed change in use such as live outdoor music is expected to increase noise levels, can't the planning commission require the business to make some alteration to the proposed plans, confirmed by noise measurements, to ensure the noise levels will stay in compliance with the zoning ordinance (eg. Add noise barriers of some type)? **Yes, the Plan Commission may do so.**
7. Do only manufacturing businesses have to comply with the regulations on sound emission to residential districts noted in Zoning Code, Section IV General Regulations W Performance Standards 1. Noise d. Sound Emitted Standards and Limitations for Noise Sources, or do ALL businesses (eg restaurants) have to comply with the emissions limits to residential districts? **The performance standards for noise that you have cited apply to land uses in manufacturing districts emitting noise to other properties. They do not apply to business districts. It is within the purview of the Plan Commission to recommend and the Board to adopt similar regulations for business districts.**
8. The Burr Ridge Village Center condos are in an area shown on the 2017 zoning map as "B-2". What are the noise limits for these residences? **Noise limits for business districts are enforceable via the Municipal Code definition of a "nuisance". Our Police Department enforces potential nuisance violations. Enforcement typically involves an officer investigating the complaint and asking the business owner to lower or eliminate the noise. To date, this has always resolve the immediate situation. If it did not, the officer would write a ticket for the violation. If the business wanted to contest the ticket, it would go before our local Hearing Officer for adjudication. It is at the discretion of the police officer to determine if the noise rises to level of a nuisance under the code. As noted, however, we have always been able to resolve such situations "in the field".**
9. If a business is too noisy, how is it confirmed that they have violated the ordinance? Does someone have to measure the noise and record that it is above the performance standards? **See answers to questions #3, #4 and #8 above.**
10. How is the business notified of the violation, and how are they convicted? **Businesses would typically be notified by phone call, email, and/or letter. The Village recently adopted local adjudication for these types of cases and enforcement would go through the adjudicator.**
11. How is it confirmed whether a business has made changes that will ensure they no longer violate the ordinance? Eg. Does an engineer have to measure and confirm that the maximum

volume will be sufficiently blocked by additional noise barriers to adhere to the noise pollution ordinance? If the noise is not entirely eliminated, we would have another sound measure taken to determine compliance.

I am sending this to you, Doug, as you are coordinating with the Plan Commission but I am copying Evan as well in case some of these questions are better addressed to him. Please advise if there is someone else I should address these questions to, as well as time needed.

Best regards,

Elena Galinski

From: [Ashley Rowe](#)
To: [Douglas Pollock](#)
Subject: Regarding the zoning/planning commission issue of "Are We Live?"
Date: Monday, April 26, 2021 4:23:27 PM

As residents of Burr Ridge, my husband and I both support the opening of Are We Live in Burr Ridge.

Thank you.

Ashley Rowe

Sent from my iPhone



Mr. & Mrs. Tim W. Kosac
Apt 223c
140 Carriage Way Dr
Burr Ridge, IL 60527

S SUBURBAN IL 604

23 APR 2021 PM 7 L



FORE

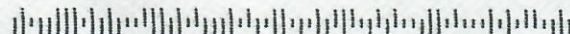
PLAN COMMISSION
7660 COUNTRY LANE RD
BURR RIDGE, IL 60527

RECEIVED

APR 26 2021

VILLAGE OF BURR RIDGE

60527-695060



To Do...

WE BEEN IN BURR
RIDGE 11 YEARS A
GREAT PLACE TO RESIDE
AND A SAFE TOWN
WE FEEL NIGHT CLUBS
WOULD CHANGE THAT
AND SO WE ARE
AGAINST THIS PROPOSAL.

HOW ABOUT A FAMILY
RESTAURANT WHICH
IS NEEDED



St. Jude Children's
Research Hospital

Finding cures. Saving children.
We are the future.



THANK YOU

stjude.org/donatetoday

From: joan1884@aol.com
To: [Douglas Pollock](#)
Subject: second night club
Date: Saturday, April 24, 2021 9:47:33 AM

My husband and I extend our vote in favor of Mr Rovito's night club in County Line Square
Joan and David Emery

Chasemoor of Burr Ridge Condominium Association

C/O Erickson Realty & Mgmt. Inc.

Accredited Association Management Company

13301 S. Ridgeland Ave., #B

Palos Heights, IL 60463

Phone: 708-425-8700 / Fax: 708-425-8562

April 23, 2021

Letter to the Village of Burr Ridge Board of Directors

On behalf of the Board of Directors and the 300 plus residents/voters of the Chasemoor subdivision of Burr Ridge, I am submitting this letter of concern regarding the expansion of the Burr Ridge Village mall with the addition of multiple new commercial entertainment businesses. There is major concern about the reduction of property value, the noise and the increased traffic that will result from the development of these new businesses!

The amount of traffic that funnels daily on Chasemoor Drive from 79th street to McClintock is already excessive and impedes the peaceful and calm environment that inhabitants of Chasemoor have expected and enjoyed for many years. Despite various traffic controls – speed bumps, low speed limit, random police ‘speed-traps’ – the increase in traffic is excessive and will soon be ‘out of control’ once the development of the Burr Ridge mall is put into action.

There is already a break-down in communication – essentially no communication at all – relating to the expansion of the mall with more stores, more restaurants, more bars, and more people without any regard for the local citizenry that will have to tolerate this explosion of humanity and excessive traffic! The long-standing peace, quiet, and tranquility will be destroyed and the safety of one’s life will be compromised.

While Village growth and advancement is important, it should be done with the right kind of planning. The planning process should involve and be open to all concerned citizens and entities that have the wellbeing and enhancement of the Village of Burr Ridge as a shared goal.

Since Chasemoor Drive acts as a connector between 79th Street and the Burr Ridge mall area, it does not seem that there will be much change in the traffic flow, except for a steady increase in the traffic volume and the excessive speed of each vehicle as it races to get to Life-Time fitness, or Brookhaven Market, or Capri Restaurant, or the new entertainment restaurant/bars that are envisioned.

I would urge the Village Board and the Planning Commission to consider the impact that their need for increased sales tax revenue, rental fees, and tax dollars has on the tax-paying citizens of the community, especially those in the quiet, peaceful community of Chasemoor. We do not want to impact progress, but at the same time, we do not want to have our way of life destroyed!

You could consider prohibiting the flow of traffic on Chasemoor Drive at certain hours of the day (except for safety vehicles). Perhaps this tactic will coincide with the Village established curfew for commercial entertainment hours of operation. A curfew for new establishments should follow the precedent that’s already in place. Additionally, it might be prudent to request that Chasemoor Drive be temporarily closed to one-way traffic on weekend evenings. Barricades would have to be manually put up and taken down by the Burr Ridge police, but the traffic flow can be more easily monitored when channeled with fewer access points.

It would be much appreciated if some additional time for comment and discussion of this major new aspect of community development could be presented to and discussed by the members of the Chasemoor community with the Planning/Zoning Commission prior to their meeting on May 3, 2021. Presently, the entire situation ‘smacks’ of being a ‘fait accompli’ by the governing Board of our community without any public involvement allowed and workable compromises suggested!!

Sincerely,

Mary L. Lowrey

Chasemoor Board President

From: [Gina Pfeifer](#)
To: [Douglas Pollock](#)
Subject: Zoning proposal
Date: Sunday, April 25, 2021 10:45:28 AM

I am deeply opposed to the proposed nightclub in County Line Square at 310-312 Burr Ridge Parkway. I've been a resident and taxpayer of Burr Ridge for 28 years.

Gina Pfeifer

Douglas Pollock

From: Yvonne M <mayeryvonne44@gmail.com>
Sent: Wednesday, April 28, 2021 10:37 AM
To: Douglas Pollock
Subject: Nightclub

To the Planning/Zoning Committee,

As a resident of Burr Ridge, I would like to express my opinion on the newly proposed nightclub that will be added to this weeks Village Agenda. I would like to wholeheartedly express my disinterest in this regard. The proposal, if I am not mistaken, states that this zoning ordinance if approved would allow live music and entertainment from 3pm - 12am. This is far too late and would prove to be quite a disturbance for my family and I, as well as our fellow neighbors. I politely request for this proposal to be denied at this time. I appreciate your consideration in this matter and the consideration of your fellow Burr Ridge Residents.

Yvonne Mayer

Douglas Pollock

From: Oscar Rod <oscarrodrig801@gmail.com>
Sent: Wednesday, April 28, 2021 10:48 AM
To: Douglas Pollock
Subject: Burr Ridge nightclub/parking issue

As a concerned resident of Burr Ridge, I was instructed by fellow neighbors of mine to address the current proposal that will be brought forth to the Zoning and Planning Commission. I would like the board to reject the following proposal for the following reasons. I believe that Burr Ridge is becoming more congested by the day, especially in the area where this new nightclub would be located. I frequent Capri and Dao as well as CycleBar, and everytime I am faced with the issue of limited parking. As a suggestion, I think we should look into expanding the lot or taking over the Pace bus parking area when it is not in use. Also, although I am pretty far removed living in Falling Waters, I feel that the other residents in the area would suffer from the noise as well as the type of clientele it may bring to Burr Ridge. Please consider rejecting this new nightclub. I thank you for your consideration.

Oscar Rod

Douglas Pollock

From: Delphine C <condelphine@gmail.com>
Sent: Wednesday, April 28, 2021 10:53 AM
To: Douglas Pollock
Subject: May 3 plan agenda inquiry

Good morning Doug,

I wanted to inquire about the following information that was passed along to me by my fellow neighbors- Would this Monday be the date in which the new nightclub will be discussed? I would like to express my negative stance on the matter and hope that the board rejects this proposal. As a concerned resident, I do not think Burr Ridge needs a nightclub. This is not what I would want to see in my neighborhood.

Delphine Condon

Douglas Pollock

From: Krishna Reddy <pennabad@msn.com>
Sent: Wednesday, April 28, 2021 12:04 PM
To: Douglas Pollock
Subject: Night club

Sir/madam,

We are residents of Ambriance subdivision. We purchased our house 5 years ago knowing the fact that this residential area is safe and secure. Had we known nightclub coming to be an immediate neighbor to this subdivision, we would not have chosen this place for our needs.

By making nightclub as the neighbors is not proper in a quite gated residential area such as ours. Brookheaven center is not like downtown, Chicago. Currently Burr Ridge has good name and enjoys a status equal to other prestigious neighborhoods such Oakbrook subdivision.

Please, our request is not to grant zoning for nightclub which would increase crime and lower the status of Burr Ridge.

Sincerely,

Dr Krishna P Reddy
406 Ambriance Dr

Sent from my T-Mobile 4G LTE Device

Douglas Pollock

From: Aruna Reddy <arupenna@hotmail.com>
Sent: Wednesday, April 28, 2021 12:05 PM
To: Douglas Pollock
Subject: Proposed Nightclub at 310-312 Burr Ridge Parkway

Dear sir,

We vehemently oppose to the proposed nightclub at 310-312 Burr Ridge Parkway since such businesses increase crime rate in the neighborhood and disturb peaceful living of the residents. This will convert our property location to undesirable category which will have disastrous results on our property values.

We request you not to proceed with the approval of the proposed nightclub Thank you, Aruna Reddy

406 Ambriance dr,

Burr Ridge,IL 60527

Sent from my iPhone

April 27, 2021

Subject: Letter to Concerned Burr Ridge Residents 4/19/2021

We are and have been residents of Burr Ridge and Chasemoor for twenty-six years.

We have watched over the years more and more traffic, noise and pollution occur in our streets and around our lovely shopping centers, as a result of Capri Restaurant.

County Line Square has grown over the years specifically Capri Restaurant – into a three-ring circus with attached tenting, which has resulted in loud noise, no parking, litter, cooking oils and kitchen fluids on the sidewalk adjacent to the “add-on side structure”. (Did Burr Ridge Building Inspector review building code of the add-on structure?)

Now the Village needs to consider more additions to Capri. If approved, conditions such as noise, parking, litter, more traffic and possible gambling, alcohol, etc. will not improve our Village, but only make life more miserable for residents of Chasemoor, Ambriance, Burr Ridge Center and the rest of the Village.

I believe that our responsible Burr Ridge residents feel that it is time that Capri stop taking advantage of us for their financial gain.

Please do not approve the requested Capri Night Club.

Respectfully, Residents of Chasemoor

April 27, 2021

Attention: Planning/Zoning Commission

Subject: Proposed "Are we live?" nightclub - OPPOSITION

Dear commissioners:

As long-time residents of Burr Ridge and the Chasemoor community, we are deeply concerned to learn that a proposed nightclub aka "Are we live?" is being considered for the vacant space in the County Line Square mall. We are writing to state our strong opposition to any such additional venue being allowed in our community's convenience mall.

The areas directly behind County Line Square comprise residences and neighborhoods that value the long-standing lovely village environment of these communities and type of businesses that provide services to our community—from grocers to dry cleaners to cafes and restaurants. These services are supported by us and others in the local community (prior to, during and after the Pandemic!). However, the expansion of additional live music/bar entertainment outlets is not in keeping with the community character and not appropriate for the small mall closely surrounded by families and neighborhoods that prize the peace, safety and character of our current environment. We do not support the proposed "Are we live?" and are strongly opposed to it.

As you may be aware, over recent years there has been the increased traffic "cutting through" our Chasemoor community using Chasemoor Drive to get to and from County Line Square and Burr Ridge Village Center. The resulting speeding, noise and litter including beer cans, wine bottles, cigarette butts, vape dispensers, etc. have had a negative impact on our community. (Chasemoor residents constantly have to pick up this dirty litter on morning walks, especially after weekends when the restaurants have been fully engaged!) The addition of a late night venue, such as "Are we live?", will only compound the problems and make these issues worse. In addition, as parking constraints continue to grow, which would likely be the case with an "Are we live?" venue, parking spills out to our side streets and makes walking across these streets and mall entrances dangerous. (As you may know, this is a community area that includes many walkers during that day and evenings walking dogs.)

We and other residents have found the Village motto, "A very special place", to be spot-on and ask that you continue to honor that axiom as you do your work on our behalf.

Thank you for your service to us and the Village. Please do not approve the "Are we live?".

Sincerely,

Chasemoor Residents

Douglas Pollock

From: Fouzia Hashmi <fouzia1@sbcglobal.net>
Sent: Wednesday, April 28, 2021 1:50 PM
To: Douglas Pollock
Subject: NIGHT CLUB PERMIT

HELLO

I AM A RESIDENT OF AMBRIANCE SUBDIVISION , I AM STRONGLY AGAINST THE NIGHT CLUB PERMIT AS IT WILL BE DISTURBING THE LEVEL AND AMOUNT OF CROWD AND ROWDINESS IT BRINGS IN THE AREA. THE REASON WE BROUGHT THIS PROPERTY IS FOR THE CALMNESS IT BRINGS , WE WORK LONG HOURS IN OUR WORK, AND WHEN WE GET HOME WE NEED PEACE AND TRANQUILITY FOR OUR NEXT DAY. THIS BUSINESS WILL BE DOING THE COMPLETE OPPOSITE TO IT, AND WE WOULD HATE TO CALL OUT THE NOISE COMPLAIN AS THEY HAVE MORE PRESSING MATTERS TO HANDLE.

REGARDS
FOUZIA HUSSAIN
11 AMBRIANCE DRIVE.
BURR RIDGE, IL 60527

From: [Patricia Davis](#)
To: [Joe Arcus](#)
Cc: [Douglas Pollock](#)
Subject: Comments regarding "Are We Live?" petition Z-01-2021
Date: Friday, June 4, 2021 8:27:10 AM

Good day Mr. Arcus,

I am writing in opposition to Petition Z-01-2021 coming before the Burr Ridge Planning/Zoning Commission (second hearing) June 7, 2021 and ask that my comments and attached photos be included in the agenda packet and delivered to the Commission in advance of the meeting.

I oppose "Are We Live?" for several reasons. The "revised" petition still has not adequately addressed the lack of parking inherent at County Line Square. Petitioners have not secured permission to use the Chase Bank lot, the PACE lot behind the building, or the TCF Bank premises for either valeted customer or employee parking. Capri Ristorante has a 2015 agreement with PACE to use its lot; "Are We Live?" does not.

I am concerned about the level of noise. Petitioner indicates that music will be "piped in" but does not specify if that includes the outdoor eating space. Note that this Commission approved live entertainment and music for Mr. Halleran's nightclub "Jonny Cab's" in the same area and that establishment has quite a lot of outdoor seats. TWO establishments emanating loud music will be detrimental to the surrounding residential neighborhoods.

"Are We Live?" holds itself out to be a new business and the petitioners state that "there is nothing in the Village like this." This is disingenuous and false. In the Village's Finding of Facts at Item (d) petition indicates that "Are We Live?" is actually an offshoot — a "waiting room," so to speak — for the owner's Capri Ristorante next door:

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

Petitioner's response: To alleviate congestion at the bar in Capri and for the comfort of customers before and after dinner."

"Are We Live?" isn't a new business; it is merely an extension of Capri Ristorante.

At its May 3 meeting the Commission heard extensive pleading from petitioner "Gigi" Rovito with promises that he would be a good citizen and neighbor and respect all the applicable Village rules and regulations. However, Mr. Rovito makes a mockery of the Commission and Village's zoning and building ordinances by erecting an exterior LED sign and building and furnishing the interior all without proper Village permits. I attach several Instagram posts from the lighting/design company he hired, FutureLightz, showing the interior of "Are We Live?" built out and furnished well in advance of permitting and inspection (posts dated May 16, 2021). Mr. Rovito also advertised "Are We Live?" on his Capri website some months ago. He is neither a good citizen nor a good neighbor as he does not follow the rules.

Lastly, and perhaps most importantly, yet another restaurant/bar/nightclub in Burr Ridge will undoubtedly yield more intoxicated drivers on our streets. I do not want this type of business to dominate our Village. There are better, more needed uses for vacant space. How about a hardware store? Please — Let's not turn Burr Ridge into Rosemont.

Thank you for considering my comments and photos in your deliberations.
Sincerely,

Patricia A. Dietz
Pine Tree Lane
Burr Ridge

7 Photos follow



MOST RECENT **#arewelive**



7 likes

futurelightz 'Are We Live' Lounge in Countryside, Illinois with a nice flare of an LED sign, underbar lighting, accent LED lighting and custom LED hostess

LED lighting and custom LED neon
stand! We will light up your night by
[@futurelightz](#)
[#FutureLightz](#) [#LEDLights](#)
[#BackLitWalls](#) [#BackLitMurals](#)



MOST RECENT
#arewelve



futurelightz • [Follow](#)



7 likes

7 LIKES

futurelightz 'Are We Live' Lounge in Countryside, Illinois with a nice flare of an LED sign, underbar lighting, accent LED lighting and custom LED hostess stand! We will light up your night by [@futurelightz](#)



MOST RECENT
#arewelive



futurelightz • [Follow](#)





7 likes

futurelightz 'Are We Live' Lounge in Countryside, Illinois with a nice flare of an LED sign, underbar lighting, accent LED lighting and custom LED hostess stand! We will light up your night by [@futurelightz](#)



MOST RECENT
#arewelive





7 likes

futurelightz 'Are We Live' Lounge in Countryside, Illinois with a nice flare of an LED sign, underbar lighting, accent LED lighting and custom LED hostess stand! We will light up your night by @futurelightz

#FutureLightz #LEDLights
#BackLitWalls #BackLitMurals



MOST RECENT
#arewelive





7 likes

futurelightz 'Are We Live' Lounge in Countryside, Illinois with a nice flare of an LED sign, underbar lighting, accent LED lighting and custom LED hostess stand! We will light up your night by @futurelightz

#FutureLightz #LEDLights

#BackLitWalls #BackLitMurals



MOST RECENT
#arewelive





7 likes

futurelightz 'Are We Live' Lounge in Countryside, Illinois with a nice flare of an LED sign, underbar lighting, accent LED lighting and custom LED hostess stand! We will light up your night by @futurelightz

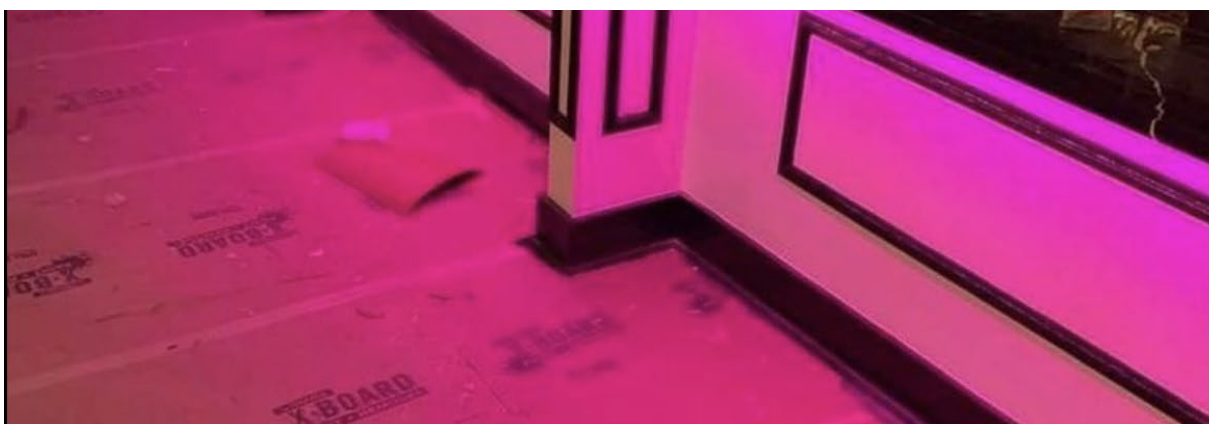
#FutureLightz #LEDLights

#BackLitWalls #BackLitMurals



MOST RECENT
#arewelive





7 likes

futurelightz 'Are We Live' Lounge in Countryside, Illinois with a nice flare of an LED sign, underbar lighting, accent LED lighting and custom LED hostess stand! We will light up your night by

@futurelightz

#FutureLightz #LEDLights

#BackLitWalls #BackLitMurals

From: Cindy Hott
To: Joe Arnes
Cc: Douglas Pollock
Subject: Are We Live public comment
Date: Friday, June 4, 2021 1:06:56 PM

My husband Dan and I are against the approval of this project and the granting of variances for the following reasons:

1. There already is a nightclub approved for that center.
2. There already are problems with noise, drunken patrons, and after hours operations related to outdoor music at the Country Wine Merchant and operations at Capri Ristorante.
3. The residential areas surrounding the nightclubs will likely see lower property values and face difficulty selling their properties due to #2.
4. Inadequate parking in the center. The PACE lot solution proposed is not acceptable. See The Patch Article at this link.
<https://patch.com/illinois/burrridge/burr-ridge-eaterys-pact-agency-invalid-lawyer>
5. Mr. Rovito, the owner of Capri Ristorante and the person seeking to open Are We Live has multiple felony convictions, including the kidnapping, beating and rape of a 14 year old (<https://caselaw.findlaw.com/il-court-of-appeals/1064158.html>) and drug charges related to heroin (see attached village memo). Our concern is that his past as well as current issues at Capri, including after hours operation and ignoring the governor's COVID ban on indoor dining would lead to problems at this venue. He breaks and bends rules.
6. Rovito mob ties. See previous article and <https://www.google.com/amp/s/chicago.suntimes.com/platform/amp/2015/11/17/18461489/pal-of-outfit-boss-gets-4-years-for-extortion>. Again, these ties make the operation of a nightclub by Rovito problematic.
7. Large campaign contributions to village mayor. <https://www.wcia.com/news/local-news/shady-campaign-cash-flows-to-gop-candidate/>. This is relevant because it shows the close ties between Rovito and Burr Ridge village government.
8. The brazen assumption by Rovito that this is a done deal. See attached photo of website announcement.



Burr Ridge Police

Memo

COPY

To: Karen Thomas, Village Clerk
From: John W. Madden, Chief of Police
Date: June 4, 2013
Re: Liquor License Applicant Background Investigation

A background investigation was conducted on the following liquor license applicant from the Capri Restaurant, Burr Ridge. The applicant, Rovito, Filippo Jr. (aka Gigi), transitioned from restaurant manager to owner on May 1, 2013. The applicant listed below is a convicted felon with multiple felony convictions. Said convictions are for the felony offenses of Aggravated Criminal Sexual Assault, Manufacture / Delivery of Controlled Substances, and Possession of Heroin. Mr. Rovito was sentenced to six years imprisonment in the Illinois Department of Corrections on June 17, 1997. Rovito was released from prison on May 14, 2002 and was required to register as a sex offender for a period of 10 years.

Chapter 25, section 25.38, Section F - A person who has been convicted of a felony or misdemeanor under any Federal or State law dealing with or regulating alcoholic liquor, drugs, cannabis sativa, or controlled substances as defined under any such law, unless the Liquor Control Commissioner determines that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Liquor Control Commissioner's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.

On March 28, 2011, a rehabilitation hearing was conducted by Assistant Local Liquor Control Commissioner and designated hearing officer Trustee Albert Paveza. Mr. Rovito was found to have reasonably demonstrated that he has been adequately rehabilitated and warrants the public trust, worthy of managing and maintaining a liquor license to conduct restaurant and to lawfully serve as the manager of Capri Restaurant.

A criminal history check on Mr. Rovito show no additional felony or misdemeanor arrests since his rehabilitation hearing on March 28, 2011.

Please forward this information to Mayor / Liquor Commissioner Straub and Village Administrator Stricker for their review.



Capri Ristorante of Burr Ridge

📍 324 Burr Ridge Parkway
Burr Ridge, IL 60527

☎ 630-455-4003

Monday 11:30am - 2pm, 4pm - 10pm

Tuesday 11:30am - 10pm

Wednesday 11:30am - 10pm

Thursday 11:30am - 10pm

Friday 11:30am - 11pm

Saturday 4pm - 11pm

Sunday 2pm - 9pm

[Click here for more information](#)



Capri To Go

📍 6934 Wolf Road
Indian Head Park, Illinois
60525

☎ 708-505-1100

Monday Closed

Tuesday - Sunday : 11:00 am - 10:00 pm

[Click here for more information](#)



Capri Banquets & Catering

📍 24 Burr Ridge Parkway,
Burr Ridge, IL 60527

☎ 708-505-1100

Capri By Gigi Group

COMING SOON

"Are We Live" 312 Burr Ridge Parkway in Burr Ridge!
Right by Capri Ristorante.



From: [Neal Smith](#)
To: [Douglas Pollock](#); [Joe Arcus](#); gtrzupek@esadesign.com
Subject: BR Petition - Are We Live (Z-01-2021)
Date: Sunday, June 6, 2021 10:47:35 AM
Attachments: [Memo in Opposition.pdf](#)
[Memorandum Exhibits A-D.pdf](#)

Gentlemen,

Attached is a memorandum in opposition to the above referenced petition along with Exhibits A-D to the memorandum. Like last time, I would appreciate you forwarding this submittal to the members of the Plan Commission and other Village personnel as appropriate.

Please let me know if you have any questions. Thanks.

M. Neal Smith

Attorney
Robbins Schwartz
550 Warrenville Road, Suite 460
Lisle, Illinois 60532-4311
p: 630.929.3639 f: 630.783.3231
cell: 312-217-2450
nsmith@robbins-schwartz.com

Robbins Schwartz

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**BEFORE THE PLAN COMMISSION/ZONING BOARD OF APPEALS
FOR THE VILLAGE OF BURR RIDGE, ILLINOIS**

In re: Petition of Sandy Andrews

Petition No. Z-01-2021

**MEMORANDUM IN OPPOSITION TO PETITION OF SANDY ANDREWS AND
FILIPO ROVITO**

The Committee to Keep Burr Ridge a Very Special Place (hereinafter “Committee”), by and through its attorney M. Neal Smith of Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd., states as follows for its Memorandum in Opposition to the Petition of Sandy Andrews and Filippo Rovito (collectively “Petitioners”):

I. The Petitioners do not establish that they are entitled to a parking variance, especially given the doubtful validity of the 2015 PACE agreement.

It is beyond dispute that there is not enough parking at County Line Square shopping center. Petitioners now propose to exacerbate the problem—the Are We Live lounge requires 38 parking spaces but only 10 would be provided—yet they do not even provide a parking management plan to the Plan Commission. Instead, it is suggested that the Plan Commission simply cede its oversight role to Village staff. Instead of the Plan Commission receiving, reviewing, and approving a parking management plan, those tasks would be assumed by Village staff who ultimately report to Mayor Gary Grasso, Filippo Rovito’s attorney the last two times Capri was before the Plan Commission seeking a parking variance. The Plan Commission should decline to go along with this “trust me” approach. The approach has not worked in the past, and it does not work now. Scrutiny of the parking is especially important now given that—unlike past parking variance requests—the Petitioner this time gives the Plan Commission no information about its plans to park vehicles off-site, no information about the designation or

parking spaces for valet staging, and no information about designation of employee parking spaces. Information is completely and utterly lacking. And this comes at a time when the one off-street parking arrangement everyone thought was in place—the 2015 PACE Agreement—now seems like it was an illusion all along.

As the plan commissioners know, this is not the first time Petitioners have been before the Plan Commission seeking variance relief for a business at the County Line Square shopping center. Like the current petition, in 2015 (Petition Z-04-2015) Capri Restaurant (through Sandy Andrews) sought to expand its restaurant without providing the required number of parking spaces. The Plan Commission approved the variance in 2015, but contingent upon two conditions that necessitated use of the PACE park-n-ride lot at Lincolnshire and McClintock. At the time, it appeared Capri had obtained an agreement with PACE, though Capri only provided an unsigned copy of the agreement. A copy of that agreement, redacted by PACE, is attached as Exhibit A (hereinafter “PACE Agreement”).

A number of issues have now been raised concerning the PACE agreement and whether it is even valid. In response to FOIA requests from the undersigned and a local reporter, PACE has indicated that the PACE Agreement (Exhibit A) was entered into without approval of PACE’s governing board, and without any other authorization, as there are no minutes, resolutions, or records which show that the PACE Agreement was actually approved by the PACE board. See attached *Patch* article of June 3, 2021, attached as Exhibit B. For its part, PACE states that the PACE Agreement “originated with the Village of Burr Ridge.” (See Exhibit B). Gary Grasso, current Village mayor and attorney for Capri in 2015, states that the PACE Agreement “is not a contract, nor does it bind PACE in any way.” (See Exhibit B).

Three years after the 2015 zoning approvals, Capri was again in need of a parking variance, this time because it wanted to expand the sidewalk dining area by 280 square feet in order to add more seating (Petition Z-19-2018). Like in 2015, use of the PACE parking lot was a proposed specific condition for the parking variance approval in the 2018 petition. Gary Grasso, who was then still the attorney for Capri, told the Plan Commission that Capri's valet service (run by son Michael Grasso) routinely uses the PACE lot to store customer cars and that Capri requires its staff to keep cars in the PACE lot as well. (See August 20, 2018 Plan Commission minutes, p.3). The Plan Commission correctly recommended that the parking variance not be granted, though the Village Board ultimately granted the variance anyway. A few months later, in an email exchange discussing the merits of a proposed "singular method" of parking in the B-1 Zoning District, Evan Walter, Assistant to the Village Administrator, stated that, even with valets moving vehicles to the PACE parking lot, "Capri's volume simply overwhelms part of [County Line Square] on occasion." (See email of Evan Walter dated October 1, 2018, attached as Exhibit C).

Now, three years later in 2021 the Plan Commission is faced with yet another zoning petition by Capri's owner to expand without providing the required parking. The "Are We Live" lounge seems to be nothing more than a separate bar/tavern/lounge for Capri diners to patronize before or after a meal at Capri. Petitioners state that with the "Are We Live" concept they are simply seeking "to alleviate congestion at the bar in Capri and for the comfort of customers before and after dinner." (See proposed Variation Finding of Fact, item d.) This time around, the proposed Capri variance would allow Capri to provide 28 fewer parking spaces than required. (See Staff Report, p. 3). Unlike during previous Capri variance requests, a huge tent now covers numerous parking spaces, and Capri does not even give the Plan Commission

assurances that there is off-site parking available, much less some plan to utilize it. Instead, the Village staff report proposes a vague requirement that at some unspecified point in the future, Capri should submit a “parking management plan subject to staff review and approval” with that plan including a “[c]ommitment to provide valet parking including parking of valeted cars off-site, behind the building, and/or at the west end of the shopping center” and a “[d]esignation of employee parking off site or behind the shopping center buildings.” (See Staff Report, pages 3-4). This would all apparently be done outside of the scrutinizing eye of the Plan Commission. The Plan Commission should decline to abrogate its duties in the manner suggested by Village staff.

In summary, there is a massive parking problem at County Line Square shopping center that gets worse every time a bar/restaurant establishment locates there. The Petitioner has once again come to the Plan Commission seeking a variance to provide 28 fewer parking spaces but has proposed no parking management plan for the Plan Commission to consider. At the same time, serious questions are being raised about the legality of the PACE Agreement, which has been the lynchpin for every other Capri parking variance since 2015. For these reasons, the Plan Commission should recommend against the zoning relief sought by Capri/Andrews/Rivito.

II. Petitioners do not satisfy the requirement to show that a hardship exists, and they do not satisfy the requirement that the property cannot yield a reasonable return.

In order to obtain variance relief, Petitioners must show that a particular hardship exists (as distinguished from a mere inconvenience) if the strict letter of the Zoning Code is carried out. Hardship must be because of the particular physical surroundings, shape, or topographical conditions of the specific property. See Section XIII. H. 3. Moreover, the hardship must not have been created by any persons having an interest in the property. The hardship requirement

derives from the IL Municipal Code. 65 ILCS 5/11-13-4. Hardship “does not mean one that is self-imposed, or that a piece of property is better adapted for a forbidden use than for the one which is permitted, or that a variation would be to the owner's profit or advantage or convenience.” *Reichard v. Zoning Bd. of Appeals of the City of Park Ridge*, 8 Ill. App. 3d 374, 381 (1st Dist. 1972).

Petitioners and the owner of County Line Square shopping center utterly fail the hardship requirement because they imposed the problem on themselves. Capri admits that the variance is not out of necessity or hardship, but, rather, “to alleviate congestion at the bar in Capri and for the comfort of customers before and after dinner.” In other words, Capri wants its customers to linger while their cars occupy parking and prevent parking space turnover, while imposing burdens on other tenants of the shopping center. Capri has not shown that it has taken reasonable steps to address the parking issues, by, for example, using its leverage as an anchor tenant to get the landlord/owner to address the parking problem at the property or by taking the “Are We Live” concept to a different location.

The owner of County Line Square shopping center has been perfectly happy to sit back and ignore the parking chaos at his property. And why shouldn't he? After all, the Village subsidises his failure to provide adequate parking by doling out variance requests and thereby providing shopping center tenants the unique ability to ignore the law. This is not a situation where the property will not yield a reasonable return. This is a situation where the owner has decided, quite reasonably, that he will not invest in his property because no one is holding him to his legal obligations. The fact that a property is worth more if a variation is granted is not evidence of a lack of a reasonable rate of return. *Goslin v. Zoning Bd. of Appeals of the City of Park Ridge*, 40 Ill. App. 3d 40 (1st. Dist. 1976).

III. The outdoor seating area is not in compliance with the Zoning Code.

The Zoning Code requires that outdoor dining areas “shall be enclosed by an open fence of approved design preventing access to the outdoor dining area except by a doorway from the interior of the restaurant.” (See Section VIII A. 5. a.). The rendering submitted by Petitioners shows that half of the outdoor area simply does not comply with this requirement because a door enters to the sidewalk and there is no doorway from the interior.

IV. Hours of operation and the business plan.

At the hearing on May 3, 2021, Petitioner indicated in response to concerns of the Plan Commission members that it had flexibility on changing the 2 a.m. closing time. Several Plan Commission members suggested that the time should be moved back to midnight. Petitioners apparently decided to ignore those comments and persist in the 2 a.m. closing time. Given the standards for variations and special uses, it is well within the purview of the Plan Commission to make recommendations with respect to hours. See Zoning Code, Section XIII. C. 2. and Section XIII. H. 3. and Section XIII. K. 7.

Further, the “business plan” of “Are We Live” is lacking an affirmative statement that there will be no live music or live entertainment. This was a big issue for residents, and it should be affirmatively stated on the record and under oath, especially given that the “Are We Live” interior has already been built out in such a way that suggests it will in fact be a nightclub location, especially given the current proposal to keep the place open until 2 a.m. on weekends. Indeed, it offends common sense for Petitioners to suggest that the location is not designed to be a nightclub. On information and belief, see interior photos of the Are We Live lounge attached as Exhibit D. Extra vigilance is required to make sure the record is abundantly clear that this is not a nightclub and can never be a venue with live music.

CONCLUSION

WHEREFORE, the Committee prays for the following relief:

- A. Recommend that the Petition be denied; and
- B. For such other and further relief as appropriate.

Respectfully submitted,

COMMITTEE TO KEEP BURR RIDGE A VERY
SPECIAL PLACE

By: /s/ M. Neal Smith
One of its Attorneys

M. Neal Smith (6284023)
**ROBBINS, SCHWARTZ, NICHOLAS,
LIFTON & TAYLOR, LTD.**
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nsmith@robbins-schwartz.com



Thomas J. Ross
Executive Director

March 3, 2015

Capri Ristorante
324 Burr Ridge Parkway #1
Burr Ridge, IL 60527

Re: Lincolnshire Drive, Burr Ridge, Illinois

Dear Mr. Rovito,

Pace hereby grants Capri Ristorante a nonexclusive license, without fee, for the use of its park-n-ride facility at Lincolnshire Drive and McClintock Drive in Burr Ridge, Illinois for the purpose of customer parking between the hours of 6:00 p.m. and 11:00 p.m.. No long term or overnight parking will be permitted.

This license is effective March 9, 2015 and shall end March 9, 2025, unless otherwise terminated by either party, by written notice.

Capri Ristorante shall conduct any parking operations in a clean, sanitary, and safe manner. It accepts use of the premises "As is" and recognizes Pace makes no warranty as to the condition of the premises or that it will be suitable for the needs of Capri Ristorante.


This license is not assignable by Capri Ristorante without the prior written consent of Pace.

Capri Ristorante agrees to defend and hold harmless, Pace, from all suits, claims, judgments, and demands of any kind arising from the parking of its customers on the premises by a customer or any entity or person. Pace must be named as an additional insured on any insurance policy, for general on premises liability, held by Capri Ristorante.

Sincerely,


T.J. Ross
Executive Director
Pace Suburban Bus

Acknowledged and Agreed to this 16 day of March, 2015

By: 

Title: president

550 West Algonquin Road, Arlington Heights, Illinois 60005 847.364.8130

www.PaceBus.com



Burr Ridge Eatery's Pact With Agency 'Invalid': Lawyer

Agreement allows restaurant free use of a parking lot for a decade, but a lawyer says it appears unconstitutional.



• **David Giuliani, Patch Staff**

• Posted Thu, Jun 3, 2021 at 5:11 pm CT|Updated Thu, Jun 3, 2021 at 5:57 pm CT

Reply



Capri Ristorante's proposal for a night spot called "Are We Live?" has prompted questions about parking in County Line Square. Capri has shown a document with the Pace suburban bus agency that grants it free use of a parking lot for 10 years. (Courtesy of Zach Mottl)

BURR RIDGE, IL — For six years, a Burr Ridge businessman has used an agreement with the Pace suburban bus agency to demonstrate he can handle parking for expansions in his businesses.

But a lawyer for residents opposing the businessman's proposed night spot, "Are We Live?," suggests the agreement is invalid and unconstitutional. Pace is a government agency.

In March 2015, Pace's then-executive director, T.J. Ross, signed a document granting Capri Ristorante a 10-year "nonexclusive" license for free use of the nearby park-n-ride lot at Lincolnshire and McClintock drives. It can be used for customer parking from 6 p.m. to 11 p.m., according to the agreement.



Capri, owned by Filippo "Gigi" Rovito, is barred from assigning the license to another party.

In 2015, Rovito's then-attorney Gary Grasso, now Burr Ridge's mayor, referred to the agreement in speaking to the village's Plan Commission. At the time, Rovito was seeking approval to expand his restaurant's operations. Grasso used the agreement to respond to parking concerns for Capri, 324 Burr Ridge Parkway, which is in County Line Square.

Grasso said employees would use the Pace lot, but he said valets would not park customers' cars there, according to meeting minutes. He said the restaurant was concerned that overuse of the Pace lot could lead to problems. (BLU Valet now provides valet service for Capri. Its owner is Michael Grasso, the mayor's son.)

In an email to Patch on Wednesday, Grasso he was not involved with seeking the 2015 Pace letter. He said the license was revocable. The document states that either party can terminate the agreement by written notice.

"It is not a contract, nor does it bind PACE in any way," he said.

In an interview Thursday, Pace's spokeswoman, Maggie Daly Skogsbakken, said the agreement with Capri "originated with the Village of Burr Ridge."

"I'm assuming the contract is more for our protection if there is any liability, if anything could get damaged or stolen," she said. "Pace has worked with communities on various requests before and, when we can, we work with communities to help as needed. Community requests are handled on a case-by-case basis."

She said she wouldn't call the type of agreement common, but that it wasn't unusual for one governmental body to assist another.

Patch has yet to find any evidence that the Pace board approved the agreement.

It also is unclear what authority the executive director has to grant a private business free use of public property for 10 years. In a public records request, Patch sought any document that indicated the director has such powers, but the agency's attorney, Christopher Lyons, declined to provide it.

In an email to Mayor Grasso late last month, Neal Smith, an attorney for neighbors opposing the proposed night spot, said Pace indicated to him that the contract was entered into without the board's approval and without any other authorization.

"No minutes, resolutions, or records show that the agreement was actually approved by PACE," Smith said in the email. "In other words, all appearances indicate that the (document) is an invalid contract, and as such it should certainly not be used to justify any zoning decisions made by the Village of Burr Ridge."

Smith said it appeared the contract allowed private use of public property with no payment involved. That, he said, violated the Illinois constitution, which states, "Public funds, property or credit shall be used only for public purposes."

Also, the contract, which is in the form of a letter addressed to "Mr. Rovito," includes two signatures, both of which are blacked out. The contract indicates that the first signature is the executive director's. The second one only says "president," leaving unclear who exactly signed it.

The name has been sought by both Smith and Patch, but the agency has not revealed the information. In his email to Grasso, Smith said this secrecy was "prohibiting the public from knowing who actually signed the contract." Skogsbakken said she would see whether she could get the name.

On Monday, the Burr Ridge Plan Commission is expected to hold a second hearing on the plan for the "Are We Live?" night spot. Availability of parking at County Line Square is likely to be one of the main issues.

Rovito and Smith did not return messages for comment.

Grasso has said he is no longer Rovito's attorney. But he took up for his former client in April in a piece in Patch. He accused Patch of distorting the proposal for the night spot. And he said the establishment would be a plus for the village.

A plate at Capri is named after the mayor — "Linguini a la Mayor Grasso." And Rovito gave \$5,000 to Grasso's 2018 ill-fated campaign for attorney general. Grasso returned the money a month later after a TV station's questions about it. Grasso has declined to say why he gave back the money.

From: [Evan Walter](#)
To: [Greg Trzupek](#)
Subject: RE: Questions from Chairman Trzupek
Date: Monday, October 1, 2018 4:12:00 PM
Attachments: [image001.png](#)

You certainly can control some elements of the impact of the business through the special use process i.e. in the Findings of Fact, there are questions dealing with special uses not impeding normal development, measures being taken to provide ingress and egress to as to minimize traffic congestion, etc. Capri had their parking conditions baked into their special use AND parking variations just to hit all the bases and it was never questioned by the Village Attorney as inappropriate. You just won't be able to rule out items specifically based on their making the parking numerically worse as defined by the Zoning Ordinance.



Evan Walter – Assistant to the Village Administrator

Administrative Services – Planning – Economic Development

Village of Burr Ridge | 7660 County Line Road | Burr Ridge, IL 60527

630.654.8181 ext. 2010 | 630.601.0042

From: Greg Trzupek [mailto:gtrzupek@esadesign.com]
Sent: Monday, October 1, 2018 4:06 PM
To: Evan Walter <EWalter@burr-ridge.gov>
Subject: RE: Questions from Chairman Trzupek

I understand that meeting a hardship threshold to grant a variance can be a stretch when dealing with a potential tenant at CLS. However, if that goes away and we deal with appropriateness, can you really turn someone down if the use is appropriate but the parking is not reasonably available? Is there any mechanism in between, where we are not looking at hardship, but not giving up any oversight on parking?

From: Evan Walter <EWalter@burr-ridge.gov>
Sent: Monday, October 1, 2018 8:40 AM
To: Greg Trzupek <gtrzupek@esadesign.com>
Subject: RE: Questions from Chairman Trzupek

Some of the special uses did not go forward because they were unsure as to whether they would get approved i.e. we worked with Bob Garber's leasing agent on the concept of doing a comedy club at the Beach for Dogs location. I do not think re-examination of the special uses is necessary, as I believe the Plan Commission (and Board) has been open minded and fair about adding uses when appropriate. The fitness centers generally have been worried about the parking variation they would need to receive, not necessarily about the perception of a lack of parking.

Existing tenants on the east side of the property register many more complaints about parking than west side tenants for reasons previously discussed. The biggest complaints come from the businesses between Cyclebar and Capri. Having Capri move their valet vehicles to the PACE lot on certain days will help but parking will remain challenging when we consider how many businesses operate on that side of the property. Capri's volume simply overwhelms part of the property on occasion. Regarding the question of "is there an actual parking issue," it is important to understand that there may be a parking issue



because of the current tenant map. If Capri and Patti's traded locations, I am confident that there would be very few noticeable and consistent parking issues; however, the fact of the matter is that there are seven restaurants east of Brookhaven and just two (both of which do not serve dinner) on the west side, which causes a rush between 4-8pm when the problems are reported.

Adding a singular method for County Line Square will create no solutions if you believe parking is presently an issue and must retain our ability to regulate more intense uses through variations. It is a method for the Village to remove the question of "hardship" (the variation) from the legal equation so we may solely focus on "appropriateness" (the use itself), which tends to be a much easier question to work through; or, we forfeit control over our ability to examine whether adding additional parking need is appropriate (i.e. a restaurant replacing retail). If we only had to approve uses based on their appropriateness, it would be a lot simpler to do so. That is Gary's whole point: this is an economic development tool which provides for significantly more development flexibility, because in his mind, the parking problem only exists in Ordinance form and the parking variation could prohibit our ability to approve uses we like but are challenging on parking i.e. Capri expansion, Cyclebar, or cool new restaurant we don't presently have.

I should note that if we do adopt the singular method, parking variations granted in the past will no longer be in effect, but Capri will still be required to use the PACE lot as directed because we made those actions part of both the special use and the parking variation they were just recently granted.



Evan Walter – Assistant to the Village Administrator

Administrative Services – Planning – Economic Development

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630.654.8181 ext. 2010 | 630.601.0042

From: Greg Trzupek [<mailto:gtrzupek@esadesign.com>]

Sent: Sunday, September 30, 2018 7:25 PM

To: Evan Walter <EWalter@burr-ridge.gov>

Subject: RE: Questions from Chairman Trzupek

Evan,

Did the potential Special Uses go away because of the hassle of our special use process? And were the fitness centers backing off because of our parking calculation or any real parking issue? We have in the past and I'd be in favor of re-looking at the special uses, perhaps conditional, if that simplifies the process and avoids a public hearing but still gives the village some control.

Do you get feedback from existing tenants that there is any parking issue, particularly at the east end of CLS? Do new tenants go away because of the calculated parking requirements, or would putting a more intensive use like a fitness center create or worsen a real parking issue at the east side?

I still don't see how recalculating the parking requirement solves anything, unless you're telling us there is no actual parking issue at CLS and our ordinance is creating a false problem.

Thanks,

Greg

From: Evan Walter <EWalter@burr-ridge.gov>

Sent: Friday, September 28, 2018 4:49 PM

To: Greg Trzupek <gtrzupek@esadesign.com>

Subject: RE: Questions from Chairman Trzupek

I have had at least 5 prospective, non-restaurant users who have inquired about getting a text amendment to permit an unlisted special use as a special use, plus I have had several fitness centers not follow through on an application for a parking variation (fitness centers *usually* a more intense parking user than standard retail). In all cases of the fitness center, they wanted to go at 304 BR Pkwy, where Beach for Dogs is now at, and felt that they couldn't justify their existence in reading prior decisions.



Evan Walter – Assistant to the Village Administrator

Administrative Services – Planning – Economic Development

Village of Burr Ridge | 7660 County Line Road | Burr Ridge, IL 60527

630.654.8181 ext. 2010 | 630.601.0042

From: Greg Trzupek [<mailto:gtrzupek@esadesign.com>]

Sent: Friday, September 28, 2018 4:42 PM

To: Evan Walter <EWalter@burr-ridge.gov>

Subject: RE: Questions from Chairman Trzupek

Also, in terms of the village being handicapped by the approval and variance process. I know this also came up at CLS in regard to Special Uses. Are you or Doug aware of anyone in the past that's hesitated to come into CLS as a tenant because the approval process was too intimidating?

From: Evan Walter <EWalter@burr-ridge.gov>

Sent: Friday, September 28, 2018 4:32 PM

To: mike@intrepidproperties.com; Greg Trzupek <gtrzupek@esadesign.com>

Subject: RE: Questions from Chairman Trzupek

The seating area of Patti's Café is about 2500 SF, for reference. Not a huge restaurant but also bigger than a Subway.



Evan Walter – Assistant to the Village Administrator

Administrative Services – Planning – Economic Development

Village of Burr Ridge | 7660 County Line Road | Burr Ridge, IL 60527

630.654.8181 ext. 2010 | 630.601.0042

From: mike@intrepidproperties.com [<mailto:mike@intrepidproperties.com>]

Sent: Friday, September 28, 2018 11:07 AM

To: 'Greg Trzupek' <gtrzupek@esadesign.com>; Evan Walter <EWalter@burr-ridge.gov>

Subject: RE: Questions from Chairman Trzupek

Correct by my reading. Albeit, a 2350 sf restaurant wouldn't need 70 stalls for 70 seats. I don't recall what our Code says but, it is usually 10/1 to 15/1 parking on restaurants or roughly.....24 stalls

to 36 stalls.

Michael S. Stratis, VP & Counsel
[Intrepid Properties, Inc.](#)
2311 West 22nd Street
Suite #208
Oak Brook, IL 60523
(630)575-8338 ext. 100
(630)258-6849 cell
mike@intrepidproperties.com
An Illinois and Wisconsin Licensed Managing Broker

From: Greg Trzupek <gtrzupek@esadesign.com>
Sent: Friday, September 28, 2018 10:42 AM
To: mike@intrepidproperties.com; 'Evan Walter' <EWalter@burr-ridge.gov>
Subject: RE: Questions from Chairman Trzupek

Per the petition and the proposed 25% restaurant max, the additional 2,350 GSF of restaurant space, I estimate could accommodate +/- 70 seats? Mike you may have a better estimate? That would mean that a 70 seat establishment, or expansion, could come in with no oversight on the part of the village regarding the additional parking?

From: mike@intrepidproperties.com <mike@intrepidproperties.com>
Sent: Friday, September 28, 2018 10:25 AM
To: Greg Trzupek <gtrzupek@esadesign.com>; 'Evan Walter' <EWalter@burr-ridge.gov>
Subject: RE: Questions from Chairman Trzupek

I agree. And, I believe he believes he is stumping for Capri when in essence he is stumping for our unwieldy shopping center owner. I will remain open minded but, so far am uninspired.

Michael S. Stratis, VP & Counsel
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mike@intrepidproperties.com
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From: Greg Trzupek <gtrzupek@esadesign.com>
Sent: Friday, September 28, 2018 10:20 AM
To: mike@intrepidproperties.com; 'Evan Walter' <EWalter@burr-ridge.gov>
Subject: RE: Questions from Chairman Trzupek

I believe the only problem Mr. Grasso sees is limiting ourselves in being able to approve uses with parking requirements that push the current calculated limit. I don't think he's recognizing that there is any actual parking issue.

From: mike@intrepidproperties.com <mike@intrepidproperties.com>
Sent: Friday, September 28, 2018 10:11 AM
To: 'Evan Walter' <EWalter@burr-ridge.gov>
Cc: Greg Trzupek <gtrzupek@esadesign.com>
Subject: RE: Questions from Chairman Trzupek

Unless I am missing something, Mr. Grasso's proposal does absolutely nothing to address the problem. It merely attempts to legalize an untenable and increasingly complicated situation. Indeed, in my view it will increase the problem by driving additional variance requests.

Michael S. Stratis, VP & Counsel
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mike@intrepidproperties.com
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From: Evan Walter <EWalter@burr-ridge.gov>
Sent: Friday, September 28, 2018 9:59 AM
To: mike@intrepidproperties.com
Cc: gtrzupek@esadesign.com
Subject: RE: Questions from Chairman Trzupek

I agree, they'll never need to endeavor into that part of their Zoning Ordinance.



Evan Walter – Assistant to the Village Administrator
Administrative Services – Planning – Economic Development
Village of Burr Ridge | 7660 County Line Road | Burr Ridge, IL 60527
630.654.8181 ext. 2010 | 630.601.0042

From: mike@intrepidproperties.com [<mailto:mike@intrepidproperties.com>]
Sent: Friday, September 28, 2018 9:53 AM
To: Evan Walter <EWalter@burr-ridge.gov>
Cc: gtrzupek@esadesign.com
Subject: RE: Questions from Chairman Trzupek

Thanks Evan. Why would Willowbrook be anticipating 400,000 and 600,000 sf shopping centers when they have none....unless one is hiding somewhere? Their town center is ~200,000sf.
Thanks.

Michael S. Stratis, VP & Counsel
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(630)258-6849 cell
mike@intrepidproperties.com
An Illinois and Wisconsin Licensed Managing Broker

From: Evan Walter <EWalter@burr-ridge.gov>

Sent: Friday, September 28, 2018 8:19 AM

Subject: Questions from Chairman Trzupek

Good morning-

Chairman Trzupek had provided several questions to staff's report on Z-23-2018; Shared Parking Amendment. In the interest of making the Plan Commission aware of the questions and their answers, please see below. If you have follow up questions, please call or email me directly and I will do my best to provide answers ahead of Monday's meeting.

- Was Table 1 generated by staff or the petitioner?
 - Table 1 was generated by staff.
- Do the other municipalities that use the "singular" method in Table 1, is there any consideration for the use at all?
 - Staff has not encountered examples in other municipalities wherein the singular methods take particular uses into account; put another way, all uses revert to one parking standard under the singular method in a multi-tenant shopping center.
- Is a shopping center considered to all be just general retail?
 - On a parking requirement basis, all uses are treated equally under a singular method.
- [Chairman] has encountered examples where a developer cannot use a lesser parking requirement when going in for a more intense use, such as a restaurant at a shopping center. Can you provide some context?
 - Based on our understanding and research, staff has not encountered such a regulation, but that does not mean it may and does not exist elsewhere.
- Do other municipalities have similar restrictions on the max area of restaurants or other uses?
 - Staff has not encountered any restrictions on the max area of any use; however, County Line Square has a unique parking dynamic and site plan in that there are nine restaurants within the primary building of the property, whereas restaurants tend to be located on outlots away from the primary building in other developments, thus making CLS somewhat unique in how parking is consumed.
- What is Willowbrook's parking requirement at their shopping centers?
 - Willowbrook uses a singular method to begin with but reverts to a comparison between the aggregate and singular methods if the center exceeds 600,000 square feet - Up to 400,000 square feet of floor area - 4 parking spaces for each 1,000 square feet of floor area; 400,001 to 600,000 square feet of floor area - 4 ½ parking spaces for each 1,000 square feet of floor area; over 600,000 square feet - 5 parking spaces for each 1,000 square feet of floor area or the sum of the number of parking spaces for each individual use to be located in said shopping center, whichever is greater.



Evan Walter – Assistant to the Village Administrator

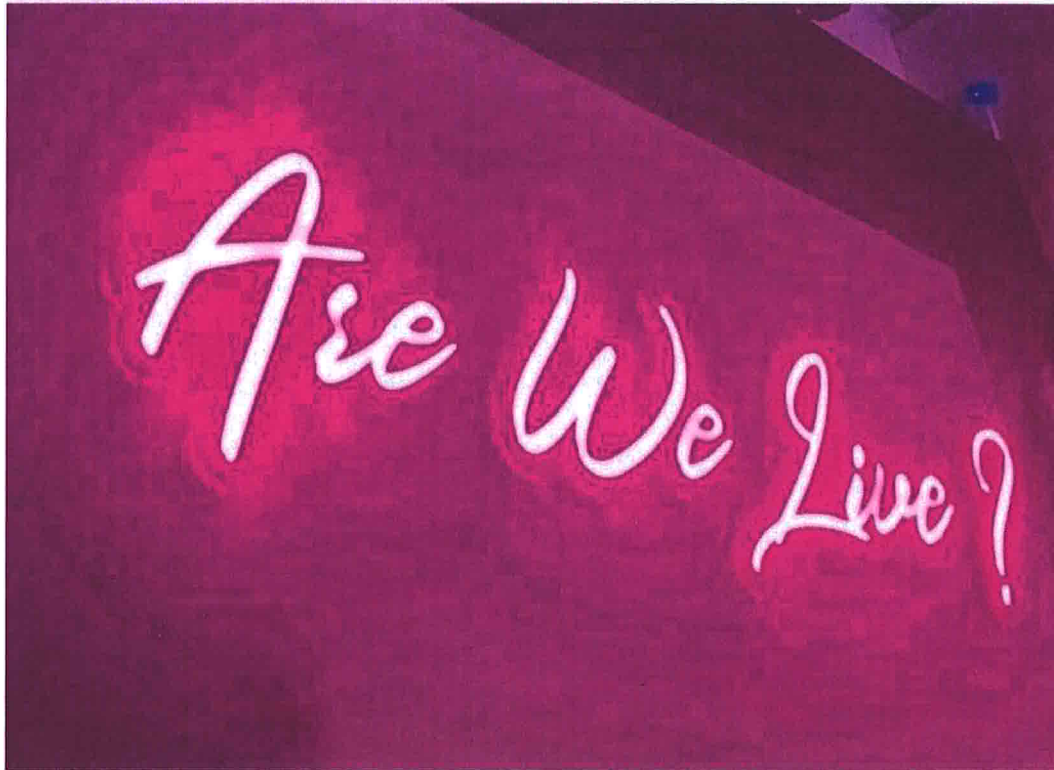
Administrative Services – Planning – Economic Development

Village of Burr Ridge | 7660 County Line Road | Burr Ridge, IL 60527

630.654.8181 ext. 2010 | 630.601.0042



MOST RECENT
#arewelive

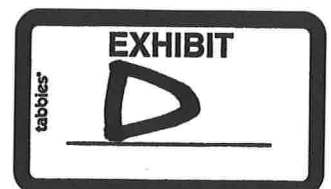


7 likes

futurelightz 'Are We Live' Lounge in Countryside, Illinois with a nice flare of an LED sign, underbar lighting, accent LED lighting and custom LED hostess stand! We will light up your night by @futurelightz

#FutureLightz #LEDLights

#BackLitWalls #BackLitMurals





MOST RECENT
#arewelive



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MOST RECENT #arewelive



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MOST RECENT
#arewelive



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#FutureLightz #LEDLights

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MOST RECENT
#arewelive



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#BackLitWalls #BackLitMurals



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PETITION

Wednesday, June 2, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

Miyoung

Last Name:

Won

Email:

mmwon@hotmail.com

Phone:

7738189132



PETITION

Tuesday, June 1, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

Sharma

First Name:

Prem

Last Name:

Sharma

Email:

premsharma28@gmail.com

Phone:

815 258-2803



PETITION

Tuesday, June 1, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

Sharad

Last Name:

Gandhi

Email:

sharadcgandhi@gmail.com

Phone:

7082546053



PETITION

Tuesday, June 1, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

Spencer

Last Name:

Lee

Email:

spencerlee@gmail.com

Phone:

3124201399



PETITION

Tuesday, June 1, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

Marianne

Last Name:

Kelly

Email:

marianne1956@sbcglobal.net

Phone:

6308913182



PETITION

Tuesday, June 1, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

Katrina

Last Name:

Johnson

Email:

kjc5555@aol.com

Phone:

925-890-6758



PETITION

Tuesday, June 1, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

Alan

Last Name:

Johnson

Email:

ajohn5555@aol.com

Phone:

3122561384



PETITION

Tuesday, June 1, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

Sarode

Last Name:

pundaleeka

Email:

dhyma@aol.com

Phone:

815-405-6875



PETITION

Tuesday, June 1, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

sam

Last Name:

omari

Email:

cmambriance@gmail.com

Phone:

708-551-6062



PETITION

Monday, May 31, 2021

PETITION IN OPPOSITION TO ZONING RELIEF SOUGHT AT COUNTY LINE SQUARE IN PETITION NO. Z-01-2021

As a homeowner and member of The Ambriance Trust Homeowners Association, I am OPPOSED to the zoning request before the Burr Ridge Plan Commission/Zoning Board of Appeals in Petition No. Z-01-2021 for the "Are We Live" use, and I am further opposed to the granting of a liquor license in the County Line Square Shopping Center as presented by Mr. Filippo "Gigi" Rovito or any expansion of Rovito's current liquor license.

E-Signature:

First Name:

Rosa

Last Name:

Ordetx

Email:

pm@ambriance.com

Phone:

630-325-6631



May 18, 2021

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

Re: V-03-2021: 16W361 95th Place (Angelov); Fence Variation and Findings of Fact

Dear Mayor and Board of Trustees:

The Plan Commission transmits its recommendation to deny a request by Dimitar Angelov for a variation from Section IV.J.1.b of the Burr Ridge Zoning Ordinance to permit a fence in the side yards of a single-family residential lot rather than the requirement that fences be located only in the rear yard.

After due notice, as required by law, the Plan Commission held a public hearing on May 17, 2021. The Plan Commission concluded that the petition did not meet the statutory findings of fact for a zoning variation. In particular, the petitioner was unable to show anything unique about the property that created a hardship. The property configuration and development is similar to many other properties in this neighborhood and throughout the Village.

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 deny*** this petition.

Sincerely,

Greg Trzupek, Chairman
Plan Commission/Zoning Board of Appeals



VILLAGE OF
BURR RIDGE
A VERY SPECIAL PLACE

V-03-2021: 16W361 95th Place (Angelov); Variation and Findings of Fact; Requests a variation from Section IV.J.1.b of the Burr Ridge Zoning Ordinance to permit a fence in the side yards of a single-family residential lot rather than the requirement that fences be located only in the rear yard. The petition number and property address is V-03-2021

HEARING:

May 3, 2021

TO:

Plan Commission
Greg Trzupek, Chairman

FROM:

Doug Pollock
Planner

PETITIONER:

Dimitar Angelov

PETITIONER STATUS:

Property Owner

EXISTING ZONING:

R-3 Residential

LAND USE PLAN:

Recommends Single-Family
Residential

EXISTING LAND USE:

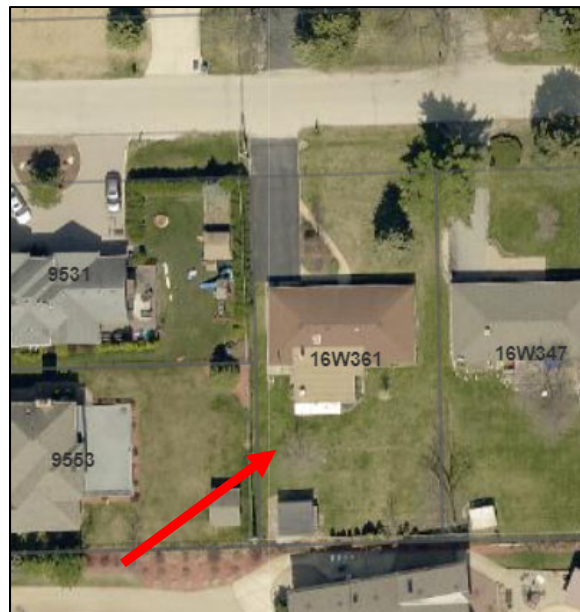
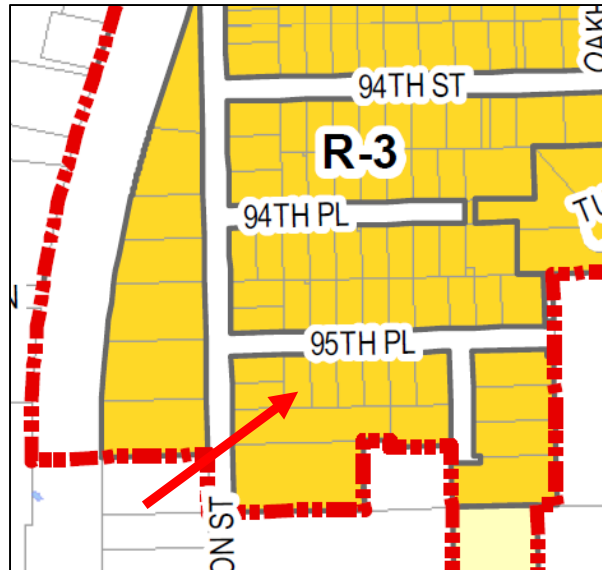
Single-Family Residence

SITE AREA:

11,250 Square Feet

SUBDIVISION:

Oak Hill

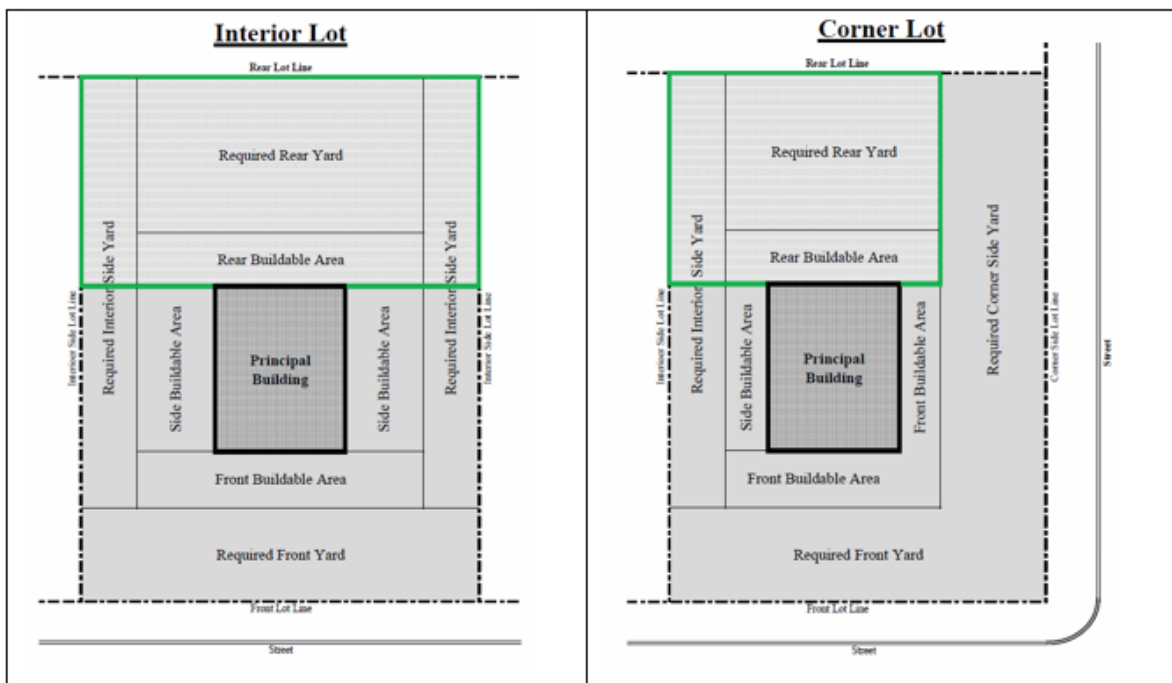


The petitioner seeks a zoning variation to erect a fence in the side yards of his home. The Zoning Ordinance only allows fences in the rear yard. The petitioner has provided the attached site plan locating the fence in the side yard (it would also enclose the rear yard as is permitted), an elevation rendering of the proposed fence (5 foot tall decorative aluminum) and Findings of Fact describing the reasons for the fence request.

Applicable Zoning Ordinance Section(s)

Section IV.L. of the Burr Ridge Zoning Ordinance states that “...fences shall be permitted, unless otherwise provided herein, along the rear lot line and along the side lot lines extending no further toward the front of the lot than the rear wall of the principal building on the lot...”. A graphic depiction of the permitted fence location is also included in the Zoning Ordinance and below.

Figure IV.J.1.b Permitted Residential Fence Locations



Public Comment

The attached comment was received via email regarding this petition.

Findings of Fact and Recommendation

The petitioner has provided findings of fact which may be adopted if the Plan Commission is in agreement with those findings.

Appendix

Exhibit A – Petitioner’s Materials





VILLAGE OF BURR RIDGE

PETITION FOR PUBLIC HEARING PLAN COMMISSION/ZONING BOARD OF APPEALS

GENERAL INFORMATION (to be completed by Petitioner)

PETITIONER (All correspondence will be directed to the Petitioner): Dimitar Angelov

STATUS OF PETITIONER: _____

PETITIONER'S ADDRESS: 16W361 95th Pl Burr Ridge IL 60527

ADDRESS OF SUBJECT PROPERTY: 16W361 95th Pl Burr Ridge IL 60527

PHONE: 240-898-6197

EMAIL: dsangelov88@gmail.com

PROPERTY OWNER: Dimitar Angelov

PROPERTY OWNER'S ADDRESS: 16W361 95th Pl PHONE: 240-898-6197

PUBLIC HEARING REQUESTED: _____ Special Use _____ Rezoning _____ Text Amendment ☒ Variation(s)

DESCRIPTION OF REQUEST:

I would like 4ft extension of my fence, where my bedroom windows are. Side fence request, not front of property

PROPERTY INFORMATION (to be completed by Village staff)

PROPERTY ACREAGE/SQ FOOTAGE: _____ EXISTING ZONING: _____

EXISTING USE/IMPROVEMENTS: _____

SUBDIVISION: _____

PIN(S) # _____

The above information and the attached Plat of Survey are true and accurate to the best of my knowledge. I understand the information contained in this petition will be used in preparation of a legal notice for public hearing. I acknowledge that I will be held responsible for any costs made necessary by an error in this petition.

Petitioner's Signature [Signature]

04/03/21
Date of Filing



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

Owner has safety and privacy concerns due to prior trespassing incident. This trespassing incident occurred at night and has been video recorded by NEST security cameras. This video footage has been shared with Village of Burr Ridge police and a police report has been made in regards to this incident.

- 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.

Owner has safety and privacy concerns due to prior trespassing incident. This trespassing incident occurred at night and has been video recorded by NEST security cameras. This video footage has been shared with Village of Burr Ridge police and a police report has been made in regards to this incident.

- 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.

Owner has safety and privacy concerns due to prior trespassing incident. This trespassing incident occurred at night and has been video recorded by NEST security cameras. This video footage has been shared with Village of Burr Ridge police and a police report has been made in regards to this incident.

Master bedroom window is outside of fenced area, therefore more accessible to trespassers

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

Not for financial gain, but instead for privacy and safety concerns.

- 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.

Not created by a person interested in property, created by current property owner, Dimitar Angelov.

- 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.

This variation will not be detrimental to the public welfare, injurious to other properties, or improvements in the neighborhood that property is located. The granting of variation will grant privacy and safety for the homeowner and homeowners family.

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

No, the granting will not alter character of the neighborhood or locality, it is an individual case that will grant homeowner privacy and safety.

- 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.

No, all approved plans by zoning show that proposed variation will not impair supply of light and air to surrounding properties or increase congestion to public streets, no danger of fire will increase, no effect to drainage, no danger to public safety, will not diminish property value.

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

This case is to be seen as individual for property homeowner, Dimitar Angelov, only exemption variation - not for village code change.



**VILLAGE OF BURR RIDGE
PLAN COMMISSION AND
ZONING BOARD OF APPEALS**

Consent to Install Public Notice Sign

The owner of the property referenced below, or an authorized representative of the owner, which is the subject of a public hearing before the Village of Burr Ridge Plan Commission or Zoning Board of Appeals, hereby consents to allow the Village of Burr Ridge to install a public notice sign on the aforesaid property. The public notice sign will be erected 15 to 30 days prior to the public hearing and will remain on the property until it is removed by the Village of Burr Ridge subsequent to a final dispensation of petition request.

Street Address of Subject Property:

16W361 95th Pl

Property Owner or Petitioner:

Dimitar Angelov
(Print Name)

[Signature]
(Signature)

EXACTA

LAND SURVEYORS, LLC

SURVEY NUMBER: IL1903.0623

PROPERTY ADDRESS: 16W361 95TH PLACE, BURR RIDGE, ILLINOIS 60527

FIELD WORK DATE: 3/11/2019

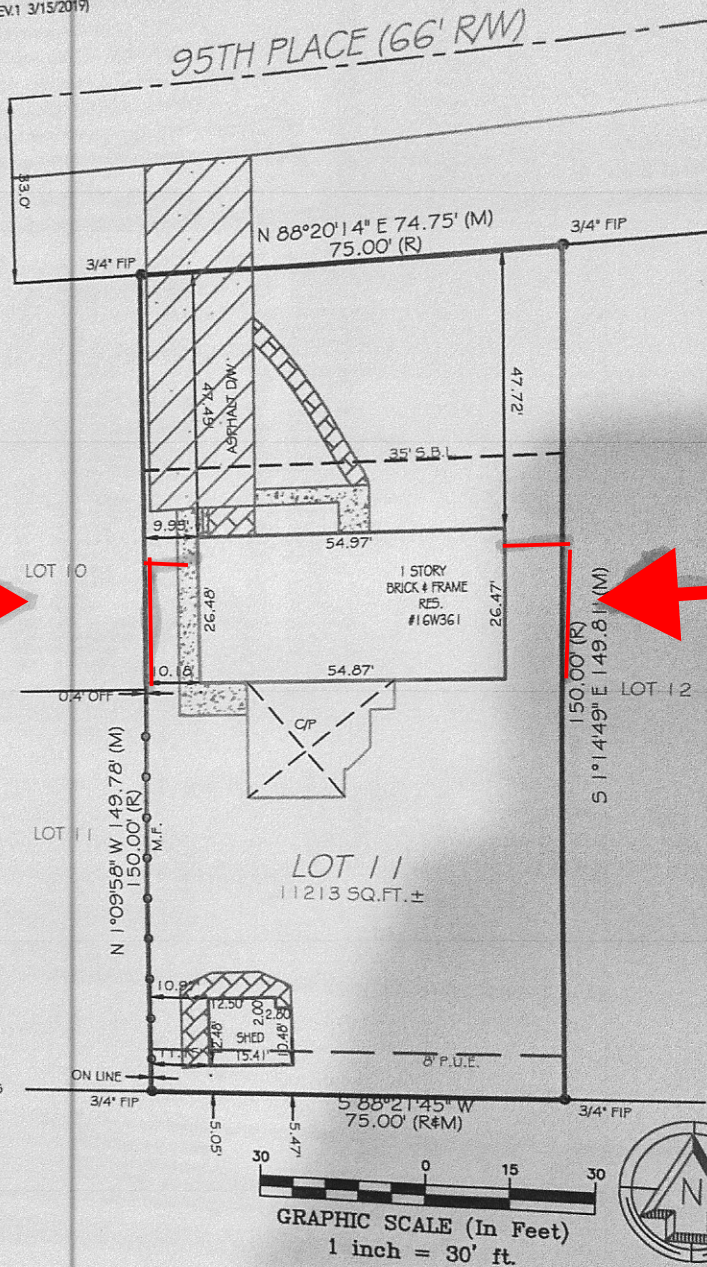
REVISION DATE(S): (REV.1 3/15/2019)

19030623

BOUNDARY SURVEY

DUPAGE COUNTY

LOT 11 IN SPRING ACRES BEING A SUBDIVISION OF THE NORTH 366 FEET OF LOT 37 IN COUNTY CLERK'S ASSESSMENT DIVISION OF THE SOUTH 1/2 OF SECTIONS 1 AND 2, AND ALL OF SECTIONS 11 AND 12 LYING NORTH OF THE SANITARY DISTRICT TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED AS DOCUMENT 724309, IN DUPAGE COUNTY, ILLINOIS.



STATE OF ILLINOIS } 55
COUNTY OF GRUNDY
THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF MARCH, 2019 AT 316 E. JACKSON STREET IN MORRIS, IL 60450.

Kenneth Kennedy

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3403
LICENSE EXPIRES 11/30/2020
PROFESSIONAL DESIGN FIRM 184008059

THE ABOVE SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE NUMBER IN THE BOTTOM RIGHT CORNER.

CLIENT NUMBER: 16107

DATE: 03/15/19

BUYER: DIMITAR ANGELOV

POINTS OF INTEREST
NONE VISIBLE

Exacta Proudly Supports

THEcaraPROGRAM

transforming lives...

www.thecaraprogram.org

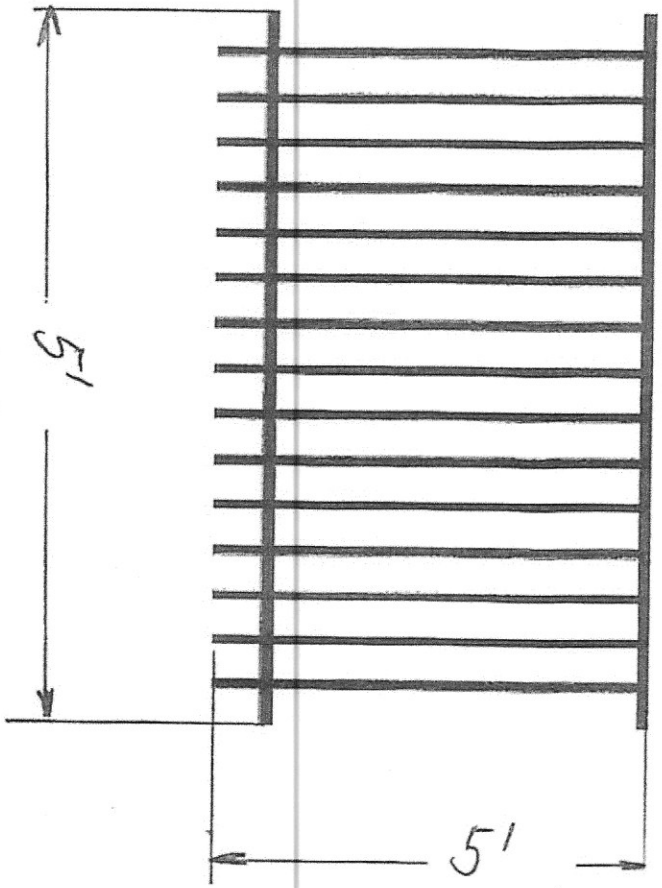
INW

04/19/2019

Financial Corporation

As one of the single greatest transactions a customer can make, we'd like to thank you for your property going forward, please contact me directly at your banking and forwarded to you.

Bottom



Top

From: [Rick Wagner](#)
To: [Douglas Pollock](#)
Subject: Fencing variation
Date: Monday, April 12, 2021 11:48:38 AM

Mr. Pollock,

I am writing to comment against the fencing variation requested by Dimitar Angelov. Mr. Angelov has already planted a row of evergreens in front of and around the side of his property and has attempted to extend (and subsequently stopped by the village) a wrought iron fence from the side of his property to the street in front of his home. I do not think this is the atmosphere we are trying to create/maintain in our village. I have lived in the Oak Hill subdivision for almost 40 years and have always thought of it as a welcoming place. Having this type of fence constructed would certainly alter that dynamic. Mr. Angelov has also installed extremely bright LED driveway lights on the pillars in front of his house which are intrusive to the surrounding homeowners.

Sincerely,

Rick Wagner
9441 S. Jackson



8E

Memo

To: Chief Madden
From: H. Nelson #469
Date: 05/24/2021
Re: Resignation Letter

Dear Chief Madden,

Please accept this letter as formal notification that I am leaving my position of Records Specialist with the Burr Ridge Police Department. My last day of employment will be June 4, 2021.

Thank you for the opportunities you have provided me during my time with the department.

Sincerely,

A handwritten signature in black ink that reads "Heidi Nelson".

Heidi Nelson #469

8G

Evan Walter
Interim Village Administrator
7660 County Line Road
Burr Ridge, IL 60527

May 28, 2021

Dear Evan,

With this letter I wish to inform you that I will be resigning my position(s) with the Village of Burr Ridge as Acting Finance Director/Assistant Finance Director. I respectfully announce my two (2) weeks' notice in which my last day will be June 11, 2021.

Sincerely,

A handwritten signature in cursive script that reads "Amy Nelson".

Amy Nelson

Cc: Julie Tejkowski

EMPLOYEE LEASING AGREEMENT

8H

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the **VILLAGE OF BURR RIDGE** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act

(“ERISA”) of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers’ Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers’ compensation coverage covering its Assigned Employee’s work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client’s supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration (“OSHA”) statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee’s workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps’ internal and external loss control specialists, GovTemps’ workers’ compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps’ workers’ compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client’s premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps’ rights under this paragraph do not diminish or alter the Client’s obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

(h) In addition to, and concurrently with, the Client obligations specified in Section 2.07(a) of this Agreement, the Client will:

- comply with all applicable Center for Disease Control (CDC) guidelines regarding healthy hygiene protocols in the Clients workplace(s) where the Assigned Employee will perform services;
- implement and maintain workplace cleaning protocols as approved by the CDC, OSHA, or other applicable state, federal or local regulations;
- provide the Assigned Employee any necessary functional personal protective equipment, sanitary cleaning supplies, or other

accommodations to ensure the Assigned Employee can perform their duties in a safe and healthy manner;

- monitor the health of its employees, and follow all approved CDC, OSHA, or applicable state, federal or local regulations regarding social/spatial distancing in the workplace(s) where the Assigned Employee will perform services; and
- comply with any current or future state, federal, or local proclamation or regulations regarding a public health emergency which regulate workplace shutdowns and/or remote work protocols.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not

remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

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SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God. Further, GovTemps will not be responsible for failure or delay in assigning its Assigned Employee in the event of a pandemic, or in the

event a federal, state or local proclamation of a health emergency is issued which mandates the shutdown of workplaces, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com


If to the Client:

Village of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527
Attention: Evan Walter
Telephone: 630-654-8181
Email: ewalter@burr-ridge.gov

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

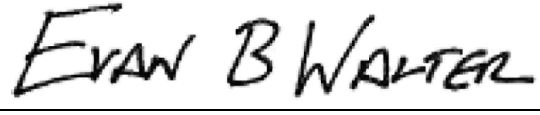
By 

Name: Joellen J. Cademartori

Title: President and Co-Owner

Effective Date: June 8, 2021

CLIENT

By 

Name: Evan Walter

Title: Village Administrator

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Thomas Glaser

POSITION/ASSIGNMENT: Finance Consultant

POSITION TERM: June 8, 2021 – November 12, 2021

Unless either party provides two weeks advance written notice the agreement will automatically be extended on a weekly basis up to April 15, 2022.

BASE COMPENSATION: \$105/hour. Hours per week will vary but are anticipated to average 20 hours/week. Assigned employee shall be paid only for hours worked. Hours should be reported via- email to payroll@govtempusa.com on the Monday after the prior work week.

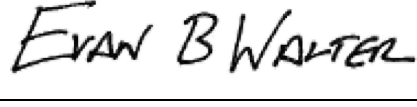
The Client will be invoiced every other week for hours worked.

GOVTEMPUSA, INC.:

By: 

Date: June 2, 2021

CLIENT:

By: 

Date: June 3, 2021

EXHIBIT B
Summary of Benefits

DOES NOT APPLY

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the **VILLAGE OF BURR RIDGE** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act

(“ERISA”) of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers’ Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers’ compensation coverage covering its Assigned Employee’s work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client’s supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration (“OSHA”) statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee’s workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps’ internal and external loss control specialists, GovTemps’ workers’ compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps’ workers’ compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client’s premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps’ rights under this paragraph do not diminish or alter the Client’s obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

(h) In addition to, and concurrently with, the Client obligations specified in Section 2.07(a) of this Agreement, the Client will:

- comply with all applicable Center for Disease Control (CDC) guidelines regarding healthy hygiene protocols in the Clients workplace(s) where the Assigned Employee will perform services;
- implement and maintain workplace cleaning protocols as approved by the CDC, OSHA, or other applicable state, federal or local regulations;
- provide the Assigned Employee any necessary functional personal protective equipment, sanitary cleaning supplies, or other

accommodations to ensure the Assigned Employee can perform their duties in a safe and healthy manner;

- monitor the health of its employees, and follow all approved CDC, OSHA, or applicable state, federal or local regulations regarding social/spatial distancing in the workplace(s) where the Assigned Employee will perform services; and
- comply with any current or future state, federal, or local proclamation or regulations regarding a public health emergency which regulate workplace shutdowns and/or remote work protocols.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

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Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God. Further, GovTemps will not be responsible for failure or delay in assigning its Assigned Employee in the event of a pandemic, or in the

event a federal, state or local proclamation of a health emergency is issued which mandates the shutdown of workplaces, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com


If to the Client:

Village of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527
Attention: Evan Walter
Telephone: 630-654-8181
Email: ewalter@burr-ridge.gov

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

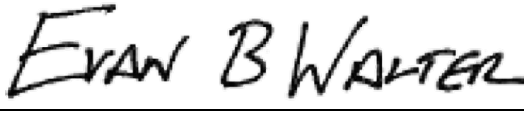
GOVTEMPSUSA, LLC,
an Illinois limited liability company

By 

Name: Joellen J. Cademartori
Title: President and Co-Owner

Effective Date: June 7, 2021

CLIENT

By 

Name: Evan Walter
Title: Village Administrator

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Annmarie Mampe

POSITION/ASSIGNMENT: Finance Consultant

POSITION TERM: June 7, 2021 – November 11, 2021

Unless either party provides two weeks advance written notice the agreement will automatically be extended on a weekly basis up to April 15, 2022.

BASE COMPENSATION: \$105/hour. Hours per week will vary but are anticipated to average 20 hours/week. Assigned employee shall be paid only for hours worked. Hours should be reported via- email to payroll@govtempusa.com on the Monday after the prior work week.

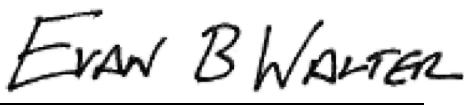
The Client will be invoiced every other week for hours worked.

GOVTEMPUSA, INC.:

By: 

Date: June 1, 2021

CLIENT:

By: 

Date: June 2, 2021

EXHIBIT B
Summary of Benefits

DOES NOT APPLY

PLAN COMMISSION / ZONING BOARD OF APPEALS

5 Year Term (Alternate 3 Year Term)

Term Expires

Mike Stratis	2/1/2026
Enza Parella (Alternate)	7/23/2024

ENVIRONMENTAL QUALITY COMMISSION

2 Year Term

Guy Franzese - Chairperson	5/1/2023
Jennifer Houch	5/1/2023
Jennifer McConahy	5/1/2023
John McCracken	5/1/2023
Thomas Layden	5/1/2023
Yvonne Mayer	5/1/2023

STORMWATER MANAGEMENT COMMITTEE

2 Year Term

Guy Franzese - Chairperson	5/1/2023
Albert Paveza	5/1/2023
Nancy Montelbano	5/1/2023
Alice Krampits	5/1/2023
Rab Malhotra	5/1/2023

WATER COMMITTEE

2 Year Term

Albert Paveza, Chairperson	5/1/2023
Guy Franzese	5/1/2023
Joseph Snyder	5/1/2023

STREET POLICY COMMITTEE

2 Year Term

Albert Paveza	5/1/2023
Guy Franzese	5/1/2023
Tony Schiappa	5/1/2023

PERSONNEL COMMITTEE

2 Year Term

Albert Paveza	5/1/2023
Tony Schiappa	5/1/2023

VETERANS MEMORIAL COMMITTEE

2 Year Term

Mickey Straub, Chairperson	5/1/2023
Sue Schaus, Treasurer	5/1/2023
John Moskal	5/1/2023
John Curin	5/1/2023
Russell Smith	5/1/2023
Len Ruzak	5/1/2023



1220 OAK BROOK ROAD

P 630-571-0480
F 630-571-0484

Attn - Evan Walter, Village Administrator
Village of Burr Ridge
7660 S. County Line Road
Burr Ridge, IL 60527

INVOICE NO. 11081A

Description	Total
2021 - 2022 Conference Membership Dues	5,966.47
Total Invoice Amount	\$5,966.47

Detach and Return with Remittance

Please Remit To:

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

DUPAGE MAYORS AND MANAGERS CONFERENCE
1220 OAK BROOK ROAD
OAK BROOK, IL 60523-2203

Invoice No:	11081A
Date:	6/2/2021
Amount Due:	\$5,966.47
Due Date:	7/2/2021

**A QUANTIFICATION OF THE ESTIMATED VALUE OF
DUPAGE MAYORS AND MANAGERS CONFERENCE MEMBERSHIP
May 1, 2020 - April 30, 2021**

Exhibit 1 - Quantifiable Annual Fiscal Benefits

<u>Activity / Service Provided</u>	<u>Annual Fiscal Benefit</u>
• Professional lobbyist representation to advocate for members' legislative interests	\$65,000.00
• Legislative tracking, research, and analysis to monitor member concerns, increase awareness, and aid members (3/4 FTE)	\$65,000.00
• Coalition participation to represent members' interests and identify opportunities for regional collaboration [Pension Fairness for Illinois Communities Coalition, Local Council of Governments (COG) Working Group, Metropolitan Mayors Caucus (MMC), Illinois Municipal League (IML) Local Government Coalition] (1/6 FTE)	\$26,000.00
• Attendance, monitoring, and reporting on County activities to increase member awareness and identify opportunities for collaboration (1/5 FTE)	\$25,000.00
• Attendance, monitoring, and reporting on Chicago Metropolitan Agency for Planning (CMAP) Board, Metropolitan Planning Organization (MPO) Policy Committee, and Transportation Committee meetings to increase member awareness on regional transportation issues (1/3 FTE)	\$28,000.00
• Planning Liaison scope of services to represent municipal interests on regional transportation planning efforts (1/3 FTE)	\$28,000.00
• Public Relations representation to raise public awareness of DMMC concerns	\$20,000.00
• Transportation consultant for assistance and development of transportation educational opportunities	
	<u>\$17,000.00</u>
TOTAL:	\$274,000.00

Exhibit 2 - Response to COVID-19

Coronavirus Aid, Relief and Economic Security (CARES) Act Funding

- Successfully advocated for a per capita allocation of CARES Act funding for DuPage County municipalities resulting in an allocation of approximately \$43 million, greater than those provided by the state and many other counties to municipalities.
- Member concerns relative to County CARES Act spending were addressed through regular reporting on uses and dollar amounts.
- Facilitated training and outreach from DuPage County, their third-party administrator, and County Finance staff to prepare members for funding request submittals and ensure their timely approval. Staff tracked the status of funding applications and approvals throughout.
- Coordinated negotiation of an intergovernmental agreement with DuPage County that ensured per capita funding in the amounts agreed while retaining flexibility to adapt to changing U.S. Treasury guidelines and permit applications reflecting the unique circumstances of members. DMMC

coordinated District meetings with County Board members to successfully advocate approval of the Agreement and its terms.

- All CARES Act funding allocated to DuPage Municipalities was requested and received prior to established deadlines.

Other Responses to COVID-19

- Members actively participated in the Metropolitan Mayors Caucus' Regional COVID Task Force, offering feedback and municipal perspectives on COVID response by the state and other matters of concern. Feedback from the Task Force influenced the Governor's Bridge Phase of the Restore Illinois reopening plan.
- Formed a Working Group of Managers to coordinate with DuPage County Health Department (DCHD) on vaccination efforts. The Working Group secured over 180 slots for municipal police and fire personnel classified in vaccination Phase 1A, coordinated the identification of eligible member employees, and provided their contact information to DCHD.
- The Working Group also successfully advocated the addition of qualified municipal personnel into DCHD's Phase 1B vaccinations, resulting in additional vaccinations for municipal employees.
- Coordinated with members and DCHD to secure over 130 vaccination slots for municipal employees covered in Phase 1B.
- Offered comment on the Governor's Executive Orders and plans including Restore Illinois and the proposed geographic regions members were assigned for calculation of performance and application of mitigations. Comment was also offered on mitigations and their use. DMMC and DuPage County cosigned a letter to the Governor requesting data for the temporary suspension of indoor dining in DuPage County restaurants.
- DMMC Communications Consultant developed and distributed COVID-19 messaging in English and Spanish targeted to municipal residents and coordinated through the DuPage County Health Department (DCHD) for utilization on various social media platforms.
- Provided information on grants and other funding to members. This included Federal Emergency Management Agency (FEMA), CARES Act, Department of Commerce & Economic Opportunity (DCEO) Fast-Track Public Infrastructure Grants, and programs from the Rebuild Illinois capital bill.
- In coordination with DCHD, a member working group reviewed, commented, and provided recommendations on plans prepared by Choose DuPage for reopening four segments of the local economy.
- From the start of the pandemic until present, staff coordinated weekly conference calls for members with the DCHD. Provided the opportunity for members in part to engage with DCHD staff to discuss the latest COVID-19 case data, promote targeted messaging to residents to help combat COVID-19, vaccination status, and to discuss the latest guidance coming from the Centers for Disease Control (CDC) and Illinois Department of Public Health (IDPH). Provided detailed summaries for those unable to attend.
- Worked with DCHD to obtain information from membership to assist the County with and improve member messaging and communication to residents to help combat COVID-19.
- Throughout the pandemic, hosted conference calls with state and federal legislators to share information and concerns related to COVID.
- Hosted separate twice-weekly information sharing conference calls related to COVID-19 issues with Mayors and with Managers, providing Mayors and Managers the opportunity to share information and to discuss COVID-19 related concerns and best practices.
- Sent letter to Governor Pritzker advocating a data-driven, fact-based approach to reopening the state economy during the Stay-at-Home Executive Order.
- Hosted separate weekly information sharing conference calls on COVID-19 issues with Public Works Directors and HR Professionals, allowing members to share ideas and best practices.
- Hosted a conference call for members with municipal golf courses to discuss challenges facing their reopening due to COVID-19.
- Facilitated member participation on weekly conference calls with Chicago Mayor Lightfoot that shared information from the Mayor and key City public health staff.

- Collected and shared COVID-19 related information and data through numerous member surveys. Surveys were done on a variety of topics including Business Incentives Municipalities Offer to Combat COVID-19, Early Retirement Incentives Through IMRF, Halloween Planning During COVID-19, Limiting Outdoor Dining Hours of Operation for the Service of Alcohol, Buying/Renting Outdoor Equipment for Restaurants/Bars, Policies for Employees Who Leave the State or Country, and Scheduling Outdoor Festivals, Parades, and Events. Survey results were posted on the members only section of the DMMC website.

Exhibit 3 - Additional Annual Benefits

Legislative

- Developed member driven *2021 Legislative Action Program (LAP)* to guide legislative efforts and reflect members' priorities.
- Initiated legislation seeking to restore LGDF, provide funding for body cameras, eliminate the home rule/non-home rule distinction, further expand the use of hotel/motel tax revenues for non-home rule members, expand authority for the use of adjudication for violations, and increase the difficulty of imposing unfunded mandates upon municipalities. Legislation was introduced addressing all initiatives except expanded adjudication where a legislator agreed to hold a subject matter hearing.
- Hosted six virtual meetings with six State Senators, ten State Representatives and key legislative staff for networking and sharing of DMMC 2021 legislative priorities. This alternative to the Annual Legislative Reception and Dinner due to COVID was attended by members from many communities.
- IML Executive Director Brad Cole attended a Legislative Committee meeting providing information on qualified immunity and IML legislative issues.
- Staff and members participated in calls on proposed legislation addressing replacement of lead water services leading to a letter of opposition to the Senate sponsor.
- Liaised with the offices of all DMMC U.S Representatives and Senators to obtain information for submittal of Member Designated Project/Community Project (earmark) submittals. The information was forwarded to the membership for use in submitting requests.
- Facilitated creation of a coalition of nine other Councils of Government and the Metropolitan Mayors Caucus, representing 275 municipalities, to preserve and restore LGDF funding to prior funding levels. A Press Conference with participants in attendance was held on April 20 generating media coverage through multiple outlets. Information including social media materials was subsequently shared with members for their use with the hashtag #RestoreLGDF.

Regulatory

- Received briefings on recent changes to FCC federal regulations concerning small cell sites, siting activities of providers including 5G, telecommunications legislation including reauthorization of the state Small Wireless Facilities Deployment Act (SWFDA). This information was used in formulating recommendations to the Board of Directors and membership on SWFDA legislation during the Spring 2021 legislative session.

Transportation/Planning

- Worked with project sponsors to program an additional \$3.4 million dollars in STP funding received from CMAP in late 2020, resulting in new funding awards for 6 new STP projects.
- Hosted a workshop on the STP Shared Fund, Congestion Mitigation and Air Quality (CMAQ) Program, and Transportation Alternatives Program (TAP). The Workshop offered information on all three funding programs, with a goal of assisting communities in deciding which program is best to apply for funding for individual transportation projects. 31 people attended the Workshop.
- Assisted members in applying for the STP-Shared Fund, CMAQ, and TAP funding programs by reviewing applications and providing applicants with information on the three funding programs. 9 applications in DuPage were submitted.
- Hosted a workshop on best practices in pavement management and provided members a handout with additional information on creating a pavement management program.
- Hosted a Transportation Funding Opportunities Workshop which provided information to members on a variety of transportation grant opportunities.

- Through the Transportation Policy Committee, members were briefed on a host of transportation topics and trends in the region. Presenters included CMAP, DuPage County, Metra, Pace, DuPage Railroad Safety Council, Metropolitan Planning Council, RTA, DuPage Forest Preserve, Metropolitan Mayors Caucus, Cook County, and the Shared Use Mobility Center.
- Drafted and sent a letter to the RTA advocating an equitable distribution of COVID relief funding across the three transit providers and requesting funding for municipal transit services.
- Convened a meeting of the DuPage Council for final approval of the FY 2021-2025 STP which contained \$61,631,267 in funding for 48 projects.
- DMMC staff processed over 250 amendments to the eTIP to ensure proper programming of federal and state transportation funds.
- Worked with the Transportation Technical Committee to review changes to Chicago Metropolitan Agency for Planning (CMAP) STP Shared Fund and provide feedback to the CMAP STP Project Selection Committee.
- A working group of DMMC Public Works Directors reviewed and provided comments on a proposed Intergovernmental Agreement from DuPage County on folding stop signs placement when traffic signals are temporarily out of service due to power outages.

Information/Publications

- The #RestoreLGDF initiative resulted in press coverage from 5 local television stations and over 20 local newspapers, including *Politico*, *The Daily Southtown*, the *Daily Herald*, *Crain's*, and *Capitol Fax*.
- A white paper on Police Body Cameras prepared by a working group of managers was disseminated to the membership.
- A video on COVID with members offering safety suggestions was developed by the DMMC communications consultant for use on member communications platforms.
- A press release highlighting the new 2020-2021 DMMC President and Vice President appeared in the *Daily Herald*.

Membership/Cost Savings

- Developed the FY 21-22 operating and capital budgets resulting in the 14th consecutive year with no increase in membership dues. This returned dues to FY 19-20 levels following a one-time 50% decrease in membership dues for FY 20-21.
- Effective May 1, Oakbrook Terrace returned to the Conference, resulting in all municipalities wholly located in DuPage County being members.

Grant Assistance

- Information on various grants was provided to members throughout the year and can be found in this report.

Training/Networking

- In addition to Mayor's Calls held during the pandemic, five virtual Mayors Only Coffees were held for networking and information sharing.
- A virtual Mayors Only Coffee was held with DuPage County Board Chair Cronin for information sharing.

Exhibit 4 - Areas Where DMMC Has Shown Fiscal Responsibility

- Electricity was rebid as a commodity with an estimated savings of \$400.00 annually for the next three years.
- Due to COVID, DMMC operated with a hybrid staffing plan with limited staff working on-site and the balance remotely at no additional cost.

Exhibit 5 - Fiscal Benefits and Grant Benefits by Municipality

<u>Municipality and Source</u>	<u>Fiscal Benefit</u>
Addison	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Aurora	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Bartlett	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Bensenville	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Bloomington	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Bolingbrook	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Burr Ridge	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Carol Stream	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Clarendon Hills	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
• Surface Transportation Program	\$156,700.00
Total	\$430,700.00
Darien	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Downers Grove	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Elmhurst	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
• Surface Transportation Program	\$219,225.00
Total	\$493,225.00
Glen Ellyn	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Glendale Heights	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00

Hanover Park

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Hinsdale

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Itasca

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Lemont

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Lisle

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Lombard

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Naperville

- Quantifiable Annual Fiscal Benefits (Exhibit 1)
- Surface Transportation Program

\$274,000.00
\$6,000,000.00
Total \$6,274,000.00

Oak Brook

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Oakbrook Terrace

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Roselle

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Schaumburg

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Villa Park

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Warrenville

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

Wayne

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00
Total \$274,000.00

West Chicago

- Quantifiable Annual Fiscal Benefits (Exhibit 1)

\$274,000.00

• Surface Transportation Program	\$719,511.00
Total	\$993,511.00
Westmont	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Wheaton	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Willowbrook	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Winfield	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Wood Dale	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00
Woodridge	
• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$274,000.00
Total	\$274,000.00

Exhibit 6 - Leveraging the Collective Knowledge of Members and Staff

<u>Meetings</u>	<u>Person(s) Attending</u>
MMC 2020 Census Mini Ideas Exchange	DMMC Members and Staff
MMC Executive Board Meetings	DMMC Members and Staff
MMC Steering Committee Meetings	DMMC Staff
MMC Environment Committee Meetings	DMMC Staff
MMC Legislative Committee Meetings	DMMC Members
MMC Coronavirus Task Force Meetings	DMMC Members and Staff
CMAP Board Meetings	DMMC Staff
CMAP MPO Policy Committee Meetings	DMMC Staff
CMAP Project Selection Committee Meetings	DMMC Staff
CMAP Transportation Committee Meetings	DMMC Staff
CMAP Council of Mayors Executive Committee Meetings	DMMC Members and Staff
IDOT Kickoff Meetings	DMMC Members and Staff
Federal Highway Administration (FHWA) Coordination Meetings	DMMC Members and Staff
Choose DuPage Meetings	DMMC Members
DuPage County District Meetings	DMMC Members and Staff
DuPage County Board and Committee Meetings	DMMC Members and Staff
Joint DMMC/DuPage County Intergovernmental Committee Meeting	DMMC Members and Staff
IML Board of Directors Meetings	DMMC Members and Staff

IML Legislative Committee Meetings

DuPage County Health Department Weekly Meetings

Council of Governments Meetings/Calls

Weekly CMAP and Planning Liaison (PL) Calls

DMMC Members and Staff

DMMC Members and Staff

DMMC Staff

DMMC Staff



Quotation

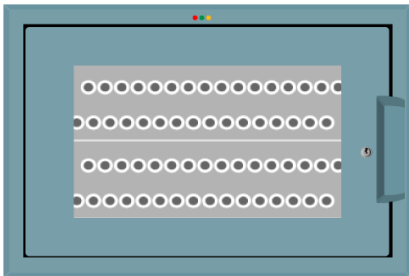



Burr Ridge Police Department

Attn: Deputy Chief Marc Loftus
7700 South County Line Road
Burr Ridge, IL 60527

May 18, 2021

Quotation Prepared By: Marty Powers



Part #	Qty.	Description	Unit Price	Ext. Price
KTA1091 KTA1066	1 2	64 Key System Key Tracer A-Series 6U Cabinet Clear Door - 2 module KTA 32 Key Module Note: Card and PIN entry	\$ 12,295	\$ 12,295
Prox Fob Lifetime warranty on Key Tag fob (not including lost tags) **individual key lock down**		 RFID FOB - life time warranty Card & PIN entry		
RFID Key Tag				
KTA1256 KTA1241 KTA1091 KTA1066 KTA1256 KTA1004 KTA1005 KTA1278 TBD KTA1100 KTA1184 KTA1294 KTA1291 #N/A	1 1 1 2 1 1 1 1 1 1 1 0 5 2	System Includes: KTA Terminal Key Tracer terminal bracket Key Tracer A-Series 6U Cabinet Clear Door - 2 module KTA 32 Key Module KTA Terminal Desealing tool Power supply Ethernet Adapter Card Reader - *System will not be ordered until we have sample card in office Key Tracer Software V4.x basicPer Terminal License code KTR - Key Time Restriction Module Per Terminal Key Tag - Single (Black RFID Key Tag) KTA Seals, Pkg of 50 #N/A		
RFID Maintenance Free Individual Illuminated keytag reader position	1	Commander IV Software SQL for Terminal - Web based network Enterprise software - Web Based Network Software (1 Concurrent Admin. License) - Software for monitoring and administration of key depots and system users - Real-Time Transaction Reporting of key status - Administrator Level has Remote 24 x 7 Access to System and Reporting in real time - Tamper Alarming software alerts - Current Key Tag Location - Current Key Tag Holder - All Events Today, Week, or Month - All Faults or Alarms not cleared - User Data - Key Tag Data - Built-in standard and customizable reporting - Ability to Customize Reports with Automatic Email Ability - Create and Save Customized Reports with auto emailing - Ability to be accessed by a remote PC to run reports, make changes, add/delete Users - - Ability to send all alarm notifications to remote PC or email - User Groups - Users combined in groups by departmental release and custom permissions - Emailing Alerts and Alarming including Overdue Late Keys - Key Tag Time Profiles can be created - Emergency Key Groups can be created		
Standard size Re-usable Key Rings				
De-Sealing Tool For Changing Key Sets				
		Optional Utilities - not included in this quote Biometric finger scanner Import Module LDAP Integrations Biometric Finger Print Reader Biometric Facial Reader FLM - Fleet Management Module Per Terminal fleet module (one time fee) KRV - Key Reservation Module (One Time fee) API integrations - need to discuss this to determine price Access control systems integrations - need to be discussed to determine price		
		Future Proof - Other systems that work with our KeyTracer solutions		
		AssetTracer offers Power and content surveillance		



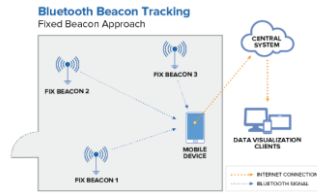
[Click her to see how it works](#)



RTN Mobile can track keys, assets and people



[Click here to see how it works](#)



Additional Fees

- | | |
|---|--|
| 1 | Shipping |
| 1 | Technical Services, Installation and Training - remotely via telephone |

\$	450	\$	450
\$	800	\$	800

TOTAL QUOTE

\$ 13,545

*All quotes do not include cabling for ethernet or power to the location the cabinet will be installed

All prices in USD Dollars
Quote valid for 90 days.
Payment Terms:50% deposit, 50% upon delivery
Based on General Conditions of Sales of Real Time Networks Inc
2 Year Limited Warranty

Real Time Networks Inc
16-1833 Coast Meridian Rd
Port Coquitlam, BC V3C 6G5
www.realtimenetworks.com
Tel: 800-331-2882
Fax: 604-941-8480



Terms and Conditions

THESE TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES ("PRODUCTS") BY REAL TIME NETWORKS INC ("SELLER") AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION ("PURCHASE ORDER") FROM BUYER. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. NEITHER SELLER'S ACKNOWLEDGEMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

1. ORDERS: Buyer must issue a Purchase Order or otherwise place an order by means acceptable to Seller. Orders shall identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Seller. No order may be cancelled or rescheduled without Seller's consent. Consent may be given by Seller in its sole discretion. Seller reserves the right to add a Rescheduling Fee should Seller deem applicable. Seller reserves the right to allocate sales of Products among its customers in its sole discretion.

2. RECEIPT OF GOODS: Buyer must inspect receipt at time of delivery to ensure all cartons are accounted for as listed on the Bill of Lading and that the delivery has been made in good condition. Any suspected or visible damage MUST be noted on the carrier Bill of Lading (BOL) at time of receipt. Any damages or discrepancies must be provided to Real Time Networks Inc in writing within 24 hours of receipt. Pictures must be provided of any damage noted on the BOL. Seller does not bear any responsibility for the any issues, damage or shortages to the consignment following confirmation of receipt and signature of the carrier BOL.

3. RESTOCKING TERMS: Returning of stock items only: All claims must be made within ten (10) days of receipts of goods. Seller must authorize all returns. All authorized returns will be subject to a minimum of 25% restocking charge and buyer must pay return freight to Seller. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.

4. PRICES: Prices shall be as specified by Seller and shall be applicable for the period specified in Seller's quote. If no period is specified prices shall be applicable for thirty (30) days. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Seller's costs or other circumstances beyond Seller's reasonable control. Prices are exclusive of taxes, impositions, shipping and other charges unless otherwise specifically included. If Seller shall be liable for or shall pay any of the foregoing, Buyer shall pay same to Seller in addition to the price of the Products.

5. TERMS OF PAYMENT: Payment shall be 50% deposit due upon Purchase order issued and 50% due upon receipt of equipment or as otherwise specified by Seller. Buyer agrees to pay the entire net amount of each invoice from Seller pursuant to the terms of each such Invoice without offset or deduction. Orders are subject to credit approval by Seller, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or any of the Products. If Seller believes in good faith that Buyer's ability to make payment may be impaired or if Buyer shall fail to pay any Invoice when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all Products ordered by Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance. Buyer shall pay interest on any invoice not paid when due according to the due date at the rate of eighteen (18%) percent annually or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for cost of collection and reasonable attorney's fees.

6. REFUSED SHIPMENT: All products returned to Real Time Networks Inc due to refusal of acceptance by buyer, without Real Time Networks authorization, will be subject to minimum of 25% restocking charge and buyer must pay return freight to Real Time Networks. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.

7. FORCE MAJEURE: Seller shall not be liable for failure to fulfill the obligations herein or for delays in delivery due to causes beyond its reasonable control. Including, but not limited to, acts of God, natural disaster, acts or omissions, of other parties acts or omissions of civil or military authority. Government priorities, changes in law, material shortage, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability, advising in writing notice of such cancellation to Buyer.

8. LIMITATION OF LIABILITIES: Buyer shall not in any event be entitled to, and seller shall not be liable for indirect, special, or incidental or consequential damage of any nature including, without limitation business interruption costs, removal and / or reinstallation costs, re-procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers, even if seller has been advised of the possibility of such damages. Buyer's recovery from seller for any claim shall not exceed Buyer's purchase price for the product giving rise such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise. Seller shall not be liable for, and Buyer shall indemnify, defend and hold Seller harmless from any claims based on Seller's compliance with Buyer's designs, specifications or instructions, modification of any products by parties other than seller, or use in combination with other products. Real Time Networks Inc will not be liable for the safety and performance of these products if unauthorized use, access and / or repair. Real Time Networks Inc' products are not authorized for use as mission critical components in life support, hazardous environment, nuclear or aircraft application without prior written approval from the CEO of Real Time Networks Inc. Contents of Real Time Networks Inc specifications are subject to change without notice.

9. ON-SITE INSTALLATIONS: Buyer must ensure all Hardware requirements as set forth in provided Site Preparation Guide document, specifically sections 1 and 2 (Physical Requirements, and Mounting and Mounting Bracket) and Software requirements as detailed in section 2 of RTN Keytracer Technical Overview (Software and Network Requirements) are prepared and operational in advance of Real Time Networks Inc Technical Support Staff arrival on site, unless otherwise agreed upon and approved by both parties in writing in advance of arrival. Customer is solely responsible for attaching the system(s) mounting bracket(s) to the wall surface at the installation location prior to arrival. Non-compliance resulting in delay of installation or requirement to extend the installation while on site will result in additional fees charged at the standard daily Real Time Networks Inc on-site rates (Currently \$1,000.00 per day). Non-Compliance resulting in the requirement to return to site at a future time will result in minimum billing of two days at Real Time Networks Inc regular on-site rates plus travel expenses.

10. GENERAL: As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger, or otherwise without the prior written consent of the other. Any attempted or purported assignment shall be void. Notwithstanding the foregoing, Seller's obligation under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of Seller. The obligations, right, terms, and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall as to jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of British Columbia excluding any law or principle which would apply the law of any other jurisdiction. The United Nations Convention for the international Sale of Goods shall not apply.

VILLAGE OF BURR RIDGE

8L

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 6/14/2021

PAYMENT DATE: 6/15/2021

FISCAL 21-22

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	\$ 165,445.90	\$ 165,445.90
23	Hotel/Motel Tax Fund	18,743.56	18,743.56
31	Capital Improvements Fund	2,790.00	2,790.00
51	Water Fund	26,551.78	26,551.78
52	Sewer Fund	81.72	81.72
61	Information Technology	25,493.86	25,493.86
	TOTAL ALL FUNDS	<u>\$ 239,106.82</u>	<u>\$ 239,106.82</u>

PAYROLL

PAY PERIOD ENDING May 29, 2021

	TOTAL
	PAYROLL
Administration	\$ 17,198.09
Finance	7,985.24
Police	105,587.22
Public Works	20,419.53
Water	24,265.86
Sewer	9,188.72
TOTAL	<u>\$ 184,644.66</u>
GRAND TOTAL	<u><u>\$ 423,751.48</u></u>

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 0000 Assets, Liabilities, Fund Bal					
10-0000-22-2203	Power Wash Veteran's Memorial	Allied Painting Services	10/05/17/21	13152	2,450.00
10-0000-22-2203	Veteran's Memorial Brochure	Marquardt Printing Co.	05/20/21	35995	266.00
Total For Dept 0000 Assets, Liabilities, Fund Ba.					2,716.00
Dept 1010 Boards & Commissions					
10-1010-40-4040	FY22 Membership Dues	DuPage Mayors & Managers C	06/02/21	11081A	5,966.47
10-1010-50-5010	Legal Services May21	Clark Baird Smith LLP	05/31/21	14112	1,275.00
10-1010-50-5010	Adjudication Legal Services 04/2	Denise K. Filan	05/28/21	05/28/21	1,350.00
10-1010-50-5010	Legal Services Apr21	Storino, Ramello, & Durkir	05/18/21	05/18/21	13,728.64
10-1010-50-5015	Prosecution Services Apr21	Storino, Ramello, & Durkir	05/18/21	05/18/21	2,807.44
10-1010-60-6010	Water for Board Meeting	Janet Kowal	06/06/21	06/06/21	4.08
10-1010-80-8010	2021 Annual Contribution	Aging Care Connections	06/02/21	06/02/21	1,764.00
10-1010-80-8010	Donation Park Bench Marilou McGi	Burr Ridge Park District	06/01/21	06/01/21	1,500.00
10-1010-80-8010	2021 Annual Donation to Senior O	DuPage Senior Citizens Co	06/01/21	06/01/21	2,436.00
10-1010-80-8010	Arrangements Nelson/Pabst	Vince's Flowers & Landscap	04/07/21	11240-F	208.90
10-1010-80-8035	Business District Study	S.B. Friedman & Company	02/12/21	2	10,007.50
Total For Dept 1010 Boards & Commissions					41,048.03
Dept 2010 Administration					
10-2010-40-4041	New Employee Recruitment Admin	Premier Occupational Healt	05/19/21	100398	105.00
10-2010-50-5020	Elevator Inspection St. Mark's	Elevator Inspection Servic	01/22/21	97705	32.00
10-2010-50-5075	Plan Review Permit 21-155	B&F Construction Code Ser	05/25/21	56371	225.00
10-2010-50-5075	Plan Review Permit 21-157	B&F Construction Code Ser	05/26/21	56389	1,572.37
10-2010-50-5075	Plan Review Permit 21-165	B&F Construction Code Ser	05/14/21	56294	3,930.92
10-2010-50-5075	Plan Review Permit 21-147	B&F Construction Code Ser	05/18/21	56315	895.50
10-2010-50-5075	Plan Review Permit 21-156	B&F Construction Code Ser	05/12/21	56276	2,021.40
10-2010-50-5075	Plan Review Permit 21-160	B&F Construction Code Ser	05/12/21	56275	2,863.75
10-2010-50-5075	Building Inspections May21	Don Morris Architects P.C.	05/31/21	05/31/21	2,700.00
10-2010-50-5075	Inspections May21	Don Morris Architects P.C.	05/31/21	05/31/21	2,630.00
Total For Dept 2010 Administration					16,975.94
Dept 4010 Finance					
10-4010-50-5060	Auditing Services FY21	Lauterbach & Amen, LLP	05/31/21	56175	10,000.00
Total For Dept 4010 Finance					10,000.00
Dept 4020 Central Services					
10-4020-50-5081	2020 January Deductible	I.R.M.A.	04/30/21	04/30/21	(113.05)
10-4020-50-5081	2019 February Closed Claims	I.R.M.A.	04/30/21	04/30/21	(2,500.00)
10-4020-50-5081	2020 March Deductible	I.R.M.A.	04/30/21	04/30/21	(843.60)
10-4020-50-5081	2020 June Deductible	I.R.M.A.	04/30/21	04/30/21	(2,500.00)
10-4020-50-5081	2020 July Deductible	I.R.M.A.	04/30/21	04/30/21	(256.00)
10-4020-50-5081	2019 April Closed Claims	I.R.M.A.	04/30/21	04/30/21	1,234.00
10-4020-50-5081	2020 April Closed Claims	I.R.M.A.	04/30/21	04/30/21	2,555.00
10-4020-50-5081	2019 August Closed Claims	I.R.M.A.	04/30/21	04/30/21	892.67
10-4020-50-5081	2020 August Closed Claims	I.R.M.A.	04/30/21	04/30/21	748.60
10-4020-50-5081	2019 October Closed Claims	I.R.M.A.	04/30/21	04/30/21	6.40
10-4020-50-5081	2020 December Closed Claims	I.R.M.A.	04/30/21	04/30/21	8,489.38
10-4020-50-5081	2020 April Closed Claims	I.R.M.A.	04/30/21	04/30/21	2,205.02
10-4020-50-5081	Insurance Endorsement-Public Off	Victor Insurance Managers,	02/12/21	105702352	4.00
10-4020-60-6010	Kitchen Coffee Supplies PD	Commercial Coffee Service,	05/14/21	160586	59.80
10-4020-60-6010	Kitchen Coffee Supplies PW	Commercial Coffee Service,	05/25/21	16044	227.00
10-4020-60-6010	Kitchen Coffee Supplies VH	Commercial Coffee Service,	05/14/21	160585	66.25
10-4020-60-6010	White Copier Paper	Impact Networking, LLC	05/14/21	2133461	252.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 4020 Central Services					
10-4020-60-6010	Shipping	Impact Networking, LLC	05/14/21	2133461	25.00
Total For Dept 4020 Central Services					10,552.47
Dept 5010 Police					
10-5010-40-4040	FY22 Membership Dues	Ill. Police Accreditation	05/19/21	05/19/21	100.00
10-5010-40-4042	Female Enforcers Murphy, M	Calibre Press	05/18/21	2137191	179.00
10-5010-40-4042	3 Day Criminal Interdiction Work	Desert Snow	06/01/21	10164	1,198.00
10-5010-40-4042	Police Training O'Kelly	North East Multi-Regional	05/14/21	284996	125.00
10-5010-40-4042	FBI NAA Training Meetings	Village of Burr Ridge	06/02/21	06/02/21	80.00
10-5010-50-5020	Annual Crisis Intervention Servi	10-41 Incorporated	06/01/21	06.01.2026-01	3,000.00
10-5010-50-5020	Notary Fee Henderson, C	DuPage County Clerk	05/25/21	05/25/21	10.00
10-5010-50-5020	Searches May21	LexisNexis Risk Solutions	05/31/21	1267894-20210531	161.75
10-5010-50-5025	Postage PD	FedEx	05/26/21	7-383-73700	25.96
10-5010-50-5050	Annual Renewal App, Traffic Suit	All Traffic Solutions, Inc	06/02/21	028695	1,500.00
10-5010-50-5095	Random Testing PD	Premier Occupational Health	05/19/21	100398	45.00
10-5010-60-6000	GEO45332 Certificate Cover 6/pac	Runco Office Supply	06/07/21	828785-0	21.98
10-5010-60-6010	Spray Bottles for Covid-19	Village of Burr Ridge	06/02/21	06/02/21	35.34
10-5010-60-6010	Refreshments for Meetings	Village of Burr Ridge	06/02/21	06/02/21	67.23
10-5010-60-6020	Reimbursement for Gasoline	Village of Burr Ridge	06/02/21	06/02/21	117.38
10-5010-60-6020	Gasoline & Oil	Wex Bank	05/23/21	71889685	67.73
10-5010-60-6040	Shield Lightweight III + 20" x 3	Kiesler's Police Supply, Inc	10/04/09/21	SI101619	22,420.00
10-5010-60-6040	Shipping	Kiesler's Police Supply, Inc	10/04/09/21	SI101619	150.00
Total For Dept 5010 Police					29,304.37
Dept 6010 Public Works					
10-6010-40-4032	Uniform Allowance	Breens Inc.	05/18/21	3523	73.18
10-6010-40-4032	Uniform rentals/ cleaning	Breens Inc.	05/25/21	3678	73.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	06/01/21	3828	73.18
10-6010-40-4032	Uniform Shirt - Gen. Fund Alloca	Specialty Stitches	05/20/21	13581	74.47
10-6010-40-4041	New Employee Recruitment PW	Premier Occupational Health	05/19/21	100398	210.00
10-6010-50-5040	Tree Removal Legal Notice	Shaw Media	05/31/21	052110074573	194.20
10-6010-50-5050	Annual Fire Extinguisher Re Tag	High Rise Security Systems	05/18/21	TI2357-21-5	355.00
10-6010-50-5050	Annual Fire Extinguisher Re Tag	High Rise Security Systems	05/18/21	TI2357-21-4	56.00
10-6010-50-5051	Maintenance Vehicles	Courtney's Safety Lane, Inc	05/20/21	3016408	88.00
10-6010-50-5051	Maintenance Vehicles	Courtney's Safety Lane, Inc	05/18/21	3016401	132.00
10-6010-50-5051	Maintenance Vehicles	Courtney's Safety Lane, Inc	05/17/21	3016399	132.00
10-6010-50-5051	Unit 70/18 Engine Fault; DEF Inj	Freeway Ford Truck Sales, Inc	05/31/21	141720	397.50
10-6010-50-5051	Annual Fire Extinguisher Re Tag	High Rise Security Systems	05/18/21	TI2357-21-2	176.00
10-6010-50-5051	Annual Fire Extinguisher Re Tag	High Rise Security Systems	05/18/21	TI2357-21-1	68.00
10-6010-50-5051	Unit 29 Repairs to Power Fuse Bo	Rush Truck Centers, Chicago	05/17/21	3023493619	778.52
10-6010-50-5051	Used Oil Removal	Southwest Oil, Inc	05/06/21	41451	87.50
10-6010-50-5052	Generator Maint. VH: CREDIT **FY	Cummins Sales and Service	11/11/20	F2-98337	(42.45)
10-6010-50-5052	Generator Maintenance CREDIT **F	Cummins Sales and Service	11/11/20	F2-98335	(6.35)
10-6010-50-5052	Routine Generator Maintenance: V	Cummins Sales and Service	11/09/20	F2-97889	451.35
10-6010-50-5052	Annual Fire Extinguisher Re-tag	High Rise Security Systems	05/18/21	TI2357-21-3	784.00
10-6010-50-5052	Backflow Test	Municipal Backflow LLC	06/03/21	31575	79.95
10-6010-50-5053	Street Light Repair from Vehicle	Rag's Electric, Inc.	05/19/21	22782	4,001.46
10-6010-50-5054	Maintenance Street Lights	Rag's Electric, Inc.	05/19/21	22913	541.90
10-6010-50-5054	Maintenance Street Lights	Rag's Electric, Inc.	05/19/21	22903	578.34
10-6010-50-5055	Maintenance Wayside Horn (Reimb	Meade Electric Company, Inc	05/24/21	696527	152.03
10-6010-50-5055	Troubleshoot Wayside Horn (Reimb	Meade Electric Company, Inc	05/20/21	696519	537.03
10-6010-50-5055	Maintenance - Traffic Signals	Meade Electric Company, Inc	05/31/21	696280	175.00
10-6010-50-5056	Transmission Line Tree Trimming; COMED		06/03/21	1268	21,045.55

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Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-50-5056	Turf Pro Black & Starter Fertili	Tameling Industries	05/27/21	0154236	257.00
10-6010-50-5057	Utility and Park Sites	Desiderio Landscaping LLC	06/02/21	10307	124.46
10-6010-50-5058	Mat rentals - PW	Breens Inc.	05/18/21	3524	26.50
10-6010-50-5058	Janitorial Services PW	City Wide of Illinois	06/01/21	32034001993	321.00
10-6010-50-5058	Janitorial Services VH	City Wide of Illinois	06/01/21	32034001992	800.00
10-6010-50-5058	Janitorial Services PD	City Wide of Illinois	06/01/21	32034001991	1,190.00
10-6010-50-5058	Janitorial Services VH	Eco-Clean Maintenance, Inc	05/26/21	9659	336.90
10-6010-50-5058	Janitorial Services PD	Eco-Clean Maintenance, Inc	05/26/21	9659	427.70
10-6010-50-5058	Janitorial Services PW	Eco-Clean Maintenance, Inc	05/26/21	9659	200.64
10-6010-50-5065	Street Lighting	Constellation NewEnergy, I	05/20/21	3252050000 Apr21	239.63
10-6010-50-5080	Sewer PW	Flagg Creek Water Reclamat	05/26/21	008917000 May21	41.07
10-6010-50-5080	Village Hall	NICOR Gas	05/17/21	47025700007 May21	426.92
10-6010-50-5085	Shop Towels Rental	Breens Inc.	05/18/21	3523	4.50
10-6010-50-5085	Shop Towels Rental	Breens Inc.	05/25/21	3678	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	06/01/21	3828	4.50
10-6010-50-5095	Random Testing PW	Premier Occupational Healt	05/19/21	100398	155.00
10-6010-60-6000	Office Supplies	Runco Office Supply	05/26/21	827673-0	48.35
10-6010-60-6010	Halyard, #10 Nylon Wire Center B	All American Flag Company	05/26/21	5619	73.37
10-6010-60-6010	Consumable Products-Apr21	Eco-Clean Maintenance, Inc	05/26/21	9658	1,542.76
10-6010-60-6010	Operating Supplies	Menards - Hodgkins	05/07/21	73995	177.86
10-6010-60-6040	Stub Cord with 1/2 of quick disc	Rollins Aquatic Solutions	05/26/21	6061	138.30
10-6010-60-6040	Backpack Sprayer w/Volt Recharge	Russo's Power Equipment	05/25/21	SP110692250	175.98
10-6010-60-6042	Stock Street Light Pole *FY21	Rag's Electric, Inc.	04/30/21	22814	2,167.00
10-6010-60-6042	Stock Street Light LED Fixture	Rag's Electric, Inc.	05/19/21	22813	2,407.60
10-6010-60-6043	Topsoil 4 yards	Tameling Industries	05/13/21	0153394	148.00
10-6010-60-6043	Bulk Tree Purchase - 41 Trees	West Central Municipal Cor	04/30/21	0007084	9,235.00
10-6010-60-6043	Freight Charges	West Central Municipal Cor	04/30/21	0007084	600.00
Total For Dept 6010 Public Works					52,541.08
Dept 6020 Buildings & Grounds					
10-6020-50-5052	HVAC Monthly Maintenance (Contra	Dynamic Heating & Piping C	05/19/21	SM20006-2A	2,308.01
Total For Dept 6020 Buildings & Grounds					2,308.01
Total For Fund 10 General Fund					165,445.90
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5069	Utility and Park Sites	Desiderio Landscaping LLC	06/02/21	10307	753.85
23-7030-50-5069	Roadside Mowing	Desiderio Landscaping LLC	06/02/21	10307	1,069.73
23-7030-50-5069	Municipal Campus	Desiderio Landscaping LLC	06/02/21	10307	4,019.36
23-7030-50-5069	Medians and Gateways	Desiderio Landscaping LLC	06/02/21	10307	4,148.33
23-7030-50-5069	County Line Rd at I55	Desiderio Landscaping LLC	06/02/21	10307	1,003.81
23-7030-50-5069	Spring and Fall Cleanup	Desiderio Landscaping LLC	06/02/21	10307	609.60
23-7030-50-5069	Turf Weed Control and Fertilizer	Desiderio Landscaping LLC	06/02/21	10307	1,402.08
23-7030-50-5075	BEG FIP TOPHAT WHITE	Ron Clesen's Ornamental Pl	05/16/21	60874	225.00
23-7030-50-5075	BEG FIP WHOPPER ROSE/BRNZ	Ron Clesen's Ornamental Pl	05/16/21	60874	787.50
23-7030-50-5075	IMP X SUNPATIENT CMPCT DP ROSE	Ron Clesen's Ornamental Pl	05/16/21	60874	260.00
23-7030-50-5075	SALVIA VICTORIA BLUE	Ron Clesen's Ornamental Pl	05/16/21	60874	389.50
23-7030-50-5075	Delivery	Ron Clesen's Ornamental Pl	05/16/21	60874	40.00
23-7030-80-8050	FY21-22 Dues/Contribution	I&M Canal Natl Heritage Cc	06/01/21	06/01/21	2,900.00
23-7030-80-8050	Covid Contest Prizes -2 GC Falco	Janet Kowal	06/07/21	06/07/21	50.00
23-7030-80-8050	Armed Forces Day	Janet Kowal	06/06/21	06/06/21	72.80
23-7030-80-8050	Armed Forces Day Posters	Marquardt Printing Co.	05/10/21	35987	206.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8050	Armed Forces Day Cards	Marquardt Printing Co.	05/20/21	36013	106.00
23-7030-80-8050	Armed Forces Day Musical Perform	Rodney Brown	05/15/21	0000001	700.00
Total For Dept 7030 Special Revenue Hotel/Motel					18,743.56
Total For Fund 23 Hotel/Motel Tax Fund					18,743.56
Fund 31 Capital Improvements Fund					
Dept 8010 Capital Improvement					
31-8010-70-7081	2021 MFT Road Program	Interra, Inc.	05/18/21	17395	2,790.00
Total For Dept 8010 Capital Improvement					2,790.00
Total For Fund 31 Capital Improvements Fund					2,790.00
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	05/18/21	3523	67.34
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	05/25/21	3678	67.34
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	06/01/21	3828	67.34
51-6030-40-4032	Uniform Shirt- Water Fund Alloca	Specialty Stitches	05/20/21	13581	81.73
51-6030-50-5020	South Elevated Tank Level Alignm	Automatic Control Services	05/14/21	4897	540.00
51-6030-50-5050	Generator Maintenance Pump Cente	Cummins Sales and Service	11/18/20	F2-99524	1,045.00
51-6030-50-5050	Pump Center Generator Maintenanc	Cummins Sales and Service	06/01/21	F2-81618	285.00
51-6030-50-5052	Turf Weed Control and Fertilizer	Desiderio Landscaping LLC	06/02/21	10307	390.30
51-6030-50-5052	Utility and Park Sites	Desiderio Landscaping LLC	06/02/21	10307	36.29
51-6030-50-5070	Hydraulic Water Model	Crawford, Murphy & Tilly,	05/14/21	0214744	18,487.50
51-6030-50-5070	Water Rate Study	Crawford, Murphy & Tilly,	05/14/21	0214744	2,067.50
51-6030-50-5070	Risk & Resilience Study	Crawford, Murphy & Tilly,	05/14/21	0214744	577.50
51-6030-50-5080	Well #4	COMED	05/17/21	0029127044 May21	616.58
51-6030-60-6010	Topsoil & Screenings	Tameling Industries	05/20/21	0153852	165.16
51-6030-60-6070	5905 S. Grant Street	Village of Hinsdale	06/01/21	3108560 May21	93.52
51-6030-60-6070	5885 S. Giddings Avenue	Village of Hinsdale	06/01/21	3107810 May21	283.27
51-6030-60-6070	224 W. 59th Street	Village of Hinsdale	06/01/21	3108363 May21	266.77
51-6030-60-6070	216 W. 59th Street	Village of Hinsdale	06/01/21	3101225 May21	258.52
51-6030-60-6070	208 W. 59th Street	Village of Hinsdale	06/01/21	3101237 May21	126.52
51-6030-60-6070	204 W. 59th Street	Village of Hinsdale	06/01/21	3108351 May21	349.27
51-6030-60-6070	134 W. 59th Street	Village of Hinsdale	06/01/21	3108531 May21	159.52
51-6030-60-6070	126 W. 59th Street	Village of Hinsdale	06/01/21	3108511 May21	27.52
51-6030-60-6070	120 W. 59th Street	Village of Hinsdale	06/01/21	3108540 May21	93.52
51-6030-60-6070	116 W. 59th Street	Village of Hinsdale	06/01/21	3108491 May21	398.77
Total For Dept 6030 Water Operations					26,551.78
Total For Fund 51 Water Fund					26,551.78
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	05/18/21	3523	11.43
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	05/25/21	3678	33.43
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	06/01/21	3828	11.43
52-6040-40-4032	Uniform Shirt - Sewer Fund Alloc	Specialty Stitches	05/20/21	13581	25.43
Total For Dept 6040 Sewer Operations					81.72
Total For Fund 52 Sewer Fund					81.72

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Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	Video Post Production 05/24/21	Electric Brain Media, LLC	05/31/21	05/31/21	225.00
61-4040-50-5020	IT Support	Orbis Solutions	05/20/21	5571525	3,450.00
61-4040-50-5020	IT Support	Orbis Solutions	05/13/21	5571498	2,150.00
61-4040-50-5020	IT Services	Orbis Solutions	06/01/21	5571581	225.00
61-4040-50-5020	IT Services	Orbis Solutions	05/27/21	5571547	3,700.00
61-4040-50-5061	GIS Services May21	Cloudpoint Geospatial	05/31/21	2858	1,950.00
61-4040-50-5061	Nixle 360 Annual Subscription	Everbridge, Inc.	05/31/21	M63587	5,304.50
61-4040-50-5061	Adjudication Monthly Fee	Municipal Systems, Inc.	05/31/21	2021-05-10	1,250.00
61-4040-50-5061	UC Manager	National Tek Services, Inc	04/23/21	6556	2,496.90
61-4040-50-5061	One Unity Voice Messaging	National Tek Services, Inc	04/23/21	6556	705.60
61-4040-50-5061	Cyber Attack Prev Mthly/Cloud St	Orbis Solutions	06/01/21	5571587	805.00
61-4040-60-6040	Planner - Dell 7000 Laptop	Orbis Solutions	05/20/21	5571530	1,646.86
61-4040-60-6040	Planner - Laptop Bag	Orbis Solutions	05/20/21	5571530	35.00
61-4040-60-6040	Planner - Headset	Orbis Solutions	05/20/21	5571530	70.00
61-4040-70-7000	Wireless Networking-Crosscreek	Orbis Solutions	05/20/21	5571525	1,480.00
Total For Dept 4040 Information Technology					25,493.86
Total For Fund 61 Information Technology Fund					25,493.86

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
			Fund 10 General Fund		165,445.90
			Fund 23 Hotel/Motel Tax Fund		18,743.56
			Fund 31 Capital Improvements Fund		2,790.00
			Fund 51 Water Fund		26,551.78
			Fund 52 Sewer Fund		81.72
			Fund 61 Information Technology F		25,493.86
			Total For All Funds:		239,106.82