



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

AGENDA

**Monday, August 9, 2021
7:00 P.M.**

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PRESENTATIONS AND PUBLIC HEARINGS**

A. Presentation of 2020 Annual Police Report

4. CONSENT AGENDA

All items listed with an asterisk are considered routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so request, in which event the item will be removed from the Consent Agenda, discussed by the Board, opened for public comment, and voted upon during this meeting.

5. MINUTES

A. * Approval of Regular Board Meeting of July 26, 2021

B. * Receive and File Plan Commission of August 2, 2021

6. ORDINANCES

A. * Approval of an Ordinance Granting Special Use Approval for a Restaurant With Amended Outdoor Dining (Z-06-2021: 114 Burr Ridge Parkway – Salamone)

B. * Approval of an Ordinance Rezoning Property from the R-1 Residential District to the R-2A Residential District (Z-10-2021: 6547 County Line Road – Klein)

7. RESOLUTIONS

A. Consideration of a Resolution Recognizing Julie Tejkowski For 20 Years of Dedicated Service

B. Consideration of a Resolution Recognizing Retirement of Jerry Sapp After 25 Years of Dedicated Service

Public Comment Procedures: Public comments will be accepted in written or statement form prior to or during the meeting. Written public comments shall identify whether the comment is intended to address a specific agenda item or is intended for general public comment under Section 9 – 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.

- C. * Approval of a Resolution Approving and Authorizing the Execution Illinois Public Works Mutual Aid Network Agreement

8. CONSIDERATIONS

- A. Consideration to Receive and File Letter of Resignation of Luisa Hoch from the Plan Commission, Pathway Commission, and Bicycle Committee
- B. Consideration of Amendments to Temporary Tent Program Regulations
- C. Consideration of Establishment of a Business Development District
- D. * Approval of Recommendation to Award 2021-2022 Parkway Tree Removal Contract to Smitty's Tree Service of Alsip, Illinois in the Amount of \$33,747
- E. * Approval of an Agreement Regulating Video Surveillance Cameras (Burr Ridge Club)
- F. * Approval of Recommendation to Hire Intern in the Public Works Department
- G. * Receive and File Letter of Intent to Retire of Finance Director Jerry Sapp
- H. * Approval of Vendor List Dated August 9, 2021, in the Amount of \$258,415.88 for all Funds, plus \$172,150.66 for Payroll for the Pay Period Ending July 24, 2021 for a Grand Total of \$430,566.54, Which Includes No Special Expenditures

9. PUBLIC COMMENTS

10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS

11. ADJOURNMENT – NEXT MEETING AUGUST 23, 2021 @ 7:00PM

August 9, 2021 Board Meeting – Staff Summary

3. PRESENTATIONS AND PUBLIC HEARINGS

A. 2020 Annual Police Report

Chief Madden will present the 2020 Annual Report for the Police Department.

6. ORDINANCES

A. Approve Special Use – Outdoor Dining at Capri Express

Please find attached an Ordinance granting a special use for amended outdoor dining at Capri Express, located at 114 Burr Ridge Parkway.

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

B. Approve Rezoning – 6547 County Line Road

Please find attached an Ordinance granting rezoning of 6547 County Line Road from R-1 Residential to R-2A Residential.

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

7. RESOLUTIONS

A. Recognize 20 Years' Service – Julie Tejkowski

Attached is a Resolution of Appreciation for Executive Assistant Julie Tejkowski recognizing her 20 years of employment with the Village's Community Development and Administration Departments. A framed Resolution will be presented to Julie after its adoption.

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

B. Retirement of Finance Director Jerry Sapp

Attached is a Resolution of Appreciation for Finance Director Jerry Sapp, who is retiring on August 19. Mr. Sapp has worked for the Village for 25 years. The attached Resolution provides a brief summary of Jerry's contributions to the Village. 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.

C. IL Public Works Mutual Aid Network

The Illinois Public Works Mutual Aid Network (IPWMAN) is a statewide network of public works related agencies whose principal purpose is to provide mutual aid

response and recovery assistance to agencies when confronted with emergencies and disasters. The Village of Burr Ridge is a member of the DuPage County mutual aid network; however, membership in IPWMAN would allow the Village to receive support across county lines. After the Father's Day tornado, the Village of Woodridge called upon IPWMAN and was assisted by 31 agencies over the course of two weeks. In an emergency, members receive assistance from other members with appropriate resources. There is no cost for the first five days of assistance. After that, the membership agreement provides reimbursement protocols after the first five days or if the disaster becomes eligible for FEMA or IEMA aid. The mutual aid agreement does not obligate any agency to respond, nor does it require an explanation as to why it chose not to respond. IPWMAN has a 12-hour minimum response guarantee, meaning deployed resources will be onsite for 12 hours. Afterwards, they can be recalled at any time. There is an annual fee for membership of IPWMAN of \$100. This is self-renewing after the first year with payment of dues and can be cancelled at any time.

It is staff's recommendation: That the Resolution be adopted and the Agreement signed.

8. CONSIDERATIONS

A. Receive and File Letter of Resignation of Luisa Hoch

Luisa Hoch submitted her resignation to the Village on July 26. Ms. Hoch served as an appointed volunteer on the Pathway Commission (September 12, 2005); Plan Commission (appointed January 28, 2013); and the Bicycle Committee (June 11, 2018). It is the tradition of the Board to recognize the service of outgoing volunteers at a Board meeting.

It is staff's recommendation: That Ms. Hoch's resignation letter be accepted and filed.

B. Tent Program

At the July 26 Board meeting, the Board directed staff to place an item on the August 9 agenda related to the tent program. The purpose of the item is to implement regulations regarding outdoor music in temporary tents throughout the Village. There are currently four temporary tents in use: Patti's Café, Kirsten's, Capri, and Eddie Merlot's. Additionally, staff has received input from several tent users about extending the tent program to the end of September, as both DuPage and Cook Counties have revised their mask guidance to recommend that every person wear masks indoors in places with substantial and high transmission regardless of vaccination status as of August 5.

It is staff's recommendation: That the temporary tent policy be amended as directed by the Board.

C. Business Development District

Over the past 12 months, the Economic Development Committee (EDC) has undertaken significant discussion of the Village's foremost priority for growth of its tax base: downtown Burr Ridge. As such, the EDC unanimously recommends that the Board of Trustees approve the creation of a Business Development District in downtown Burr Ridge and establish a 1% Sales and 1% Hotel Tax in the District to fund economic development and improvements deemed necessary to promote development. The boundaries of the proposed Business Development District are shown in the attached photo.



A Business Development District (“District”) is a tool available to Illinois municipalities to aid in the development of targeted areas. Unlike a TIF District, a District receives revenue through sales and hotel taxes from a designated area rather than property taxes, meaning that other taxing bodies are unaffected. Business Districts have become popular in Illinois as an alternative to TIF Districts due to this lack of impact. Business Districts are eligible for a maximum lifespan of 23 years, after which time they automatically expire. Districts may only be reconstituted for additional time through a new establishment process ahead of a District’s end-of-life, provided the area remains eligible for a new District. Nearby communities who have established Districts include, but are not limited to:

- Willowbrook. A District was established in 2018 along Route 83/Plainfield Road which prompted the redevelopment of the old K-Mart site into Pete’s Fresh Market and a substantial upgrade of the intersection’s infrastructure.
- Lombard. A District was created over the eastern half of Yorktown Mall in 2005. A second District was created in 2019 covering the rest of the Mall to develop the property’s outlots and now-vacant big-box spaces.
- La Grange Park. In 2017, four smaller Districts were created at targeted intersections to drive redevelopment of existing retail properties.
- Blue Island. A District was created over Western Avenue and the balance of their downtown. The proceeds from this District are primarily used to improve public

infrastructure, such as streetscapes and parking, as well as provide business development grants to targeted business types, such as breweries.

On October 12, 2020, the Board approved a contract with SB Friedman to perform a feasibility study and create a District Plan as to the eligibility to establish a District in downtown Burr Ridge. Their study concluded that the economic conditions and trends observed in downtown Burr Ridge would support the creation of a District to aid in its continued overall development. In support of this finding, SB Friedman found that 1) downtown assessed property values have grown more slowly compared to those of the Village overall; 2) non-existent or inadequate street layout was present adjoining all parcels; and 3) a deterioration of site improvements was observed at 72% of the parcels within the proposed District. Each of these observations are part of a legal test to determine a proposed area's eligibility for establishment of a District. In summary, there is strong legal and economic basis for the establishment of a District in downtown Burr Ridge under State law.

The establishment of a District in downtown Burr Ridge would provide the Village with a reliable stream of revenue exclusively available to be spent on a wide array of improvements in downtown Burr Ridge; any monies that are generated through the District are legally required to be kept within its established boundaries. SB Friedman's analysis estimated that the Village could experience up to \$50,000,000 in revenue over the 23-year lifespan of the District. They note that this projection represents the highest possible revenue ceiling for the District, taking into account growth, inflation, and changes in the cost of goods, and that actual collections will likely be lower. Staff projects that the Village will collect over \$800,000 in District revenue in FY2023 at a 1% sales and hotel tax rate as recommended by the EDC. Eligible uses of funds include:

- Creation of studies or plans;
- Acquisition of property;
- Clearing and grading of land;
- Demolition of existing buildings;
- Installation or repair of infrastructure;
- Renovation of existing buildings or construction of new buildings;
- The ability to borrow money against revenues from the District; and
- Reimbursement of costs related to the implementation of a Plan.

The EDC recommended the following Goals and Objectives of a downtown District:

Goals

- Provide for and coordinate the implementation of downtown economic development strategies that benefit the Village and its residents.
- Encourage positive and feasible development and redevelopment of vacant and/or underutilized facilities.
- Provide public infrastructure improvements within the Village to promote growth.
- Strengthen the property tax base and sales tax base of the Village.
- Create new jobs and retain existing jobs for the Village and area residents.

Objectives

- Encourage the development and redevelopment of the TCF Bank site.
- Encourage growth of the Village Center from a retail/entertainment perspective.
- Promote investment and redevelopment of County Line Square.
- Encourage development of the property north of the Marriott hotel.
- Encourage the development of outlots within the Business District.
- Improve utility mains and service lines within the Business District.
- Coordinate aesthetic improvements relating to facades, landscaping, and lighting.
- Provide for infrastructure and public access improvements within the Business District, including but not limited to public parks, multi-use pathways, pedestrian crossings, parking, and other investments necessary to create a reputable environment for development and quality of life.
- Promote and enhance retail occupancy within existing buildings and structures through the utilization of applicable funds for eligible capital improvements.
- Facilitate right-of-way and private roadway improvements as well as parking and access related agreements within the Business District.

Because of the long lifespan of Districts, it is important to consider the staging of development throughout its entire lifespan. As part of this consideration, the EDC formulated the following goals for development within three distinct time horizons. It should be noted that the revenue generated by the District over its 23-year lifespan will likely not be sufficient for all such goals stated below; rather, the list was created to allow for potential of change in downtown Burr Ridge from present day to the conclusion of the District's longest possible lifespan.

Short (Within 4 Years)

- Development and creation of a Downtown master plan/comprehensive plan subarea update/full rezoning analysis of the District
- Initial phase development of TCF Bank site
- Establishment of a park with Pleasantdale Park District on TCF site, such as a performing arts stage, premier play area, veteran's memorial, etc.
- Development of property north of the Marriott hotel to preferred use
- 90% occupancy of all downtown retail
- 100% occupancy of Entertainment District at Village Center
- Installation of smart-LPR camera system in both public and private spaces
- Establishment and installation of downtown lighting standard
- Establishment of downtown wayfinding
- New pathways installed/existing pathways repaired
- New pedestrian crossings across and adjacent to Burr Ridge Parkway

Medium (5-10 Years)

- Completion of TCF Bank site development
- Development of Village Center outlot site
- Development of Pace site

- Redevelopment of County Line Square property
- Completion of Downtown pathway plan
- Redevelopment of business park sites (offices)
- Development of on-street parking
- Establishment of pedestrian connections to neighboring subdivisions

Long (Up to 23 Years)

- Second-life development of Village Center property
- LifeTime Fitness redevelopment
- Major traffic reconfigurations as needed
- Intersection expansions/arterial access needs
- Harris Bank/Eddie Merlot's redevelopment
- 1333 Burr Ridge Parkway redevelopment

A District is eligible to be created by Ordinance of the Board; no other action is required from other taxing bodies. If the Board wishes to proceed with the process of establishing a Business Development District in downtown Burr Ridge, the Board should direct staff to create a Public Hearing at the September 13 Board meeting. As notice of the Public Hearing must be given at least 10 days prior to the Public Hearing itself, this is the next available Board meeting in which a Public Hearing may be legally constituted. Once a Public Hearing is closed, the Board may then establish a District via adoption of an Ordinance. There are two annual deadlines to ratify the creation of Business Districts: April 1 and October 1. If the Board adopted an Ordinance approving a Business District after October 1, the revenue from the Business District would not begin to be received until October 1, 2022.

It is staff's recommendation: That the Board provide direction on this matter.

D. Approve Parkway Tree Removal Contract

The Village Arborist has identified 149 parkway trees to be removed this season. Of this total, 12 are trees damaged by the Father's Day Tornado of June 20, 2021, as well as 11 ash trees in decline from emerald ash borer infestation. Three tree stumps are present in the parkways from trees that were deemed hazardous following the tornado and immediately felled by our crews. Ash tree removal has stabilized since the peak EAB infestation in 2014, as evidenced by this season's quantity for ash tree removal that is consistent with last year's quantity. The EAB managed decline program approved by the Village Board in 2013 has tempered the devastation of this invasive beetle and is effective in meeting the objectives for maintaining a nominal ash tree population and improving diversity in our urban forest. For example, the Village removed 450 ash trees in 2016 compared to 85 in 2019, with 533 ash trees remaining in the Village parkways.

The FY2022 budget allocates \$30,000 for parkway tree removal. Prior to the tornado, staff solicited sealed bids for its annual tree removal contract. Bid quantities are calculated from a list of trees that should be removed and exceed the capabilities of in-house equipment. This year's bid was developed prior to the storm, but included sick and infested trees that must be removed, as well as lower-priority trees

that would be removed for various arboricultural reasons including unsightliness, interference with private trees, or which require perpetual trimming by ComEd near its power transmission lines. The Village opened and read publicly the sealed bids on June 15, 2021. Six prequalified bidders received bid documents, and three qualified contractors submitted their bids.

The bid prices received exceed the budgeted amount, and staff was preparing to reduce awarded quantities by omitting the aforementioned lower-priority trees. As a result of the Father's Day Tornado, the Village Arborist required additional tree removal and methodically screened and re-prioritized our tree removal list. Attempting to maintain the FY2022 budget, many of the trees that would not be removed contractually would be placed on a list for later removal by our in-house Public Works crews, if time allows between snow and ice control operations this winter. As such, the original and adjusted contract totals are summarized as follows:

Contractor	Original Bid Total	Adjusted Bid Total
Smitty's Tree Service, Alsip	\$ 87,676	\$33,747
Davey Tree, Burr Ridge	\$ 122,200	\$49,190
Kramer Tree Specialists, West Chicago	\$ 147,845	\$60,209
FY2022 Budget Allocation	\$30,000	

The lowest responsive bidder is Smitty's Tree Service of Alsip, IL. The adjusted contract total amount would be \$33,747, which is \$3,747 above the FY2022 budget. Along with other unbudgeted items associated with the Father's Day tornado, the cost increase would be incorporated into a budget amendment at a later Village Board meeting. The contractor has agreed to the adjusted total amount, and upon approval, would proceed to schedule the high-priority work in our Village.

It is staff's recommendation: That the Village Board award the contract for tree removal services to Smitty's Tree Service, of Alsip, Illinois, in the amount of \$33,747.

E. Subdivision Cameras – Burr Ridge Club

The Burr Ridge Club HOA approved the Agreement Regulating Video Surveillance Cameras at their last HOA meeting. Burr Ridge Club will be the 18th neighborhood to take advantage of the Neighborhood Video Surveillance Program and is investing over \$15,000 into their surveillance system while retaining their staffed guardhouse.

It is staff's recommendation: That the Board approves the agreement.

F. Hire Intern to Fill Vacancy

Public Works Intern Hannah Weyant was promoted to fill the role of Community Engagement Analyst, thus creating a vacancy in her previous position. Staff recommends that the vacant Intern position be filled to ensure continued administrative support in the Public Works Department. The position is intended to be filled with a graduate-level student with no changes in title or compensation.

It is staff's recommendation: That the Board authorize the Director of Public Works to hire an Intern.

G. Retirement Letter for Finance Director Jerry Sapp

Please find attached a letter of intent to retire from Finance Director Jerry Sapp indicating his retirement taking effect August 19, 2021.

It is staff's recommendation: That Mr. Sapp's retirement letter be accepted and filed.

H. Vendor List of August 9, 2021

Attached is the vendor list dated August 9, 2021, in the amount of \$258,415.88 for all funds, plus \$172,150.66 for payroll for the pay period ending July 24, 2021, for a grand total of \$430,566.54, which includes no special expenditures.

It is staff's recommendation: That the August 9, 2021, vendor list be approved.

REGULAR MEETING
MAYOR AND BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE

July 26, 2021

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of July 26, 2021, was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:00 p.m. by Mayor Gary Grasso.

PLEDGE OF ALLEGIANCE Mayor Grass lead the Pledge of Allegiance.

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Trustees Franzese, Schiappa, Paveza, Snyder, Mital and Smith and Mayor Grasso were present in the Board Room. In addition, present in the Board Room was Interim Village Administrator Evan Walter, Village Attorney Mike Durkin, Police Chief John Madden, and Public Works Director David Preissig.

PRESENTATIONS AND PUBLIC HEARINGS

The Village Clerk swore in four new Burr Ridge Police Officers (Robert Dumitru, Travis Madler, Mary Murphy, and Patrick O’Kelly) who were unable to be sworn in earlier due to the pandemic.

CONSENT AGENDA – OMNIBUS VOTE

After reading the Consent Agenda, Mayor Grasso asked if anyone wanted anything removed from the Consent Agenda. Agenda item 8K was removed by Trustee Smith and was taken off the Consent Agenda. Any item removed from the Consent Agenda, will be discussed by the Board, opened for public comment, and voted upon during this meeting.

APPROVAL OF REGULAR BOARD MEETING MINUTES OF JUNE 28, 2021 were noted as received and filed under the Consent Agenda by Omnibus Vote.

APPROVAL OF PATHWAY COMMISSION MEETING MINUTES OF JULY 14, 2021 were noted as received and filed under the Consent Agenda by Omnibus Vote.

APPROVAL OF PLAN COMMISSION MEETING MINUTES OF JULY 19, 2021 were noted as received and filed under the Consent Agenda by Omnibus Vote.

APPROVAL OF AN ORDINANCE GRANTING AN AMENDMENT TO PUD ORDINANCE #A-834-15-20 TO ESTABLISH PHASE I STREETScape IMPROVEMENTS (PC-02-2021: BURR RIDGE VILLGE CENTER PUD – HASSAN) the Board, under the Consent Agenda by Omnibus Vote, Approved the Ordinance.

APPROVAL OF A PLAN COMMISSION RECOMMENDATION TO APPPROVE A REQUEST FOR RE-ZONING FROM R-1 RESIDENTIAL TO R-2A RESIDENTIAL (Z-10-2021:6547 COUNTY LINE ROAD – KLEIN) the Board, under the Consent Agenda by Omnibus Vote, Approved the Recommendation.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

APPROVAL OF AN AWARD TO REVIZE OF TROY, MICHIGAN, FOR A NEW VILLAGE WEBSITE AND RELATED SERVICES IN THE AMOUNT OF \$17,460 the Board, under the Consent Agenda by Omnibus Vote, Approved the Award.

APPROVAL OF EMERGENCY PURCHASE OF SERVICES UNDER AN EMERGENCY DECLARATION FOR TREE DEBRIS REMOVAL BY LANDWORKS OF BOLINGBROOK, IL IN THE AMOUNT OF \$40,000, AND BY KRAMER TREE SPECIALISTS OF WEST CHICAGO, IL IN THE AMOUNT OF \$11,281 the Board, under the Consent Agenda by Omnibus Vote, Approved the Purchase.

APPROVAL OF EMERGENCY PURCHASE OF PARTS AND SERVICES UNDER AN EMERGENCY DECLARATION FOR ELECTRICAL SERVICE RESTORATION AT THE SOUTH WATER TOWER AND PUMP STATION FROM RAG'S ELECTRIC OF WOODRIDGE, IL IN THE AMOUNT OF \$7,930.26 the Board, under the Consent Agenda by Omnibus Vote, Approved the Purchase.

APPROVAL OF RECOMMENDATION TO AWARD CONTRACT FOR PEDESTRIAN BRIDGE REFINISHING TO ALLIED PAINTING SERVICE OF ST. CHARLES, IL IN THE AMOUNT OF \$12,900 the Board, under the Consent Agenda by Omnibus Vote, Approved the Recommendation.

APPROVAL OF TEMPORARY SIGN PLACEMENTS REQUESTED BY THE BURR RIDGE PARK DISTRICT FOUNDATION FOR THE PEDAL THE PARKS EVENT ON SUNDAY, SEPTEMBER 12, 2021 the Board, under the Consent Agenda by Omnibus Vote, Approved the Sign Placements.

ACCEPT AND FILE LETTER OF INTENT TO RETIRE OF RECORDS COORDINATOR CRISTINA HENDERSON the Board, under the Consent Agenda by Omnibus Vote, Accepted the Letter of Intent.

APPROVAL OF VENDOR LIST DATED JULY 12, 2021, IN THE AMOUNT OF \$924,750.09 FOR ALL FUNDS, PLUS \$203,528.53 FOR PAYROLL FOR THE PAY PERIOD ENDING JUNE 26, 2021, FOR A GRAND TOTAL OF \$1,128,278.62, WHICH INCLUDES SPECIAL EXPENDITURES OF \$644,131.64 TO BROTHERS ASPHALT PAVING FOR THE 2021 ROAD PROGRAM the Board, under the Consent Agenda by Omnibus Vote, Approved the Vendor List for the Period ending July 12, 2021 plus Payroll for the Period Ending June 26, 2021.

APPROVAL OF VENDOR LIST DATED JULY 26, 2021, IN THE AMOUNT OF \$624,371.83 FOR ALL FUNDS, PLUS \$199,028.31 FOR PAYROLL FOR THE PAY PERIOD ENDING JULY 10, 2021, FOR A GRAND TOTAL OF \$823,400.14, WHICH INCLUDES NO SPECIAL

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

EXPENDITURES the Board, under the Consent Agenda by Omnibus Vote, Approved the Vendor List for the Period ending July 26, 2021 plus Payroll for the Period Ending July 10, 2021.

Mayor Grasso asked if there were any public comments on any items on the Consent Agenda. There were none. He also asked if there were any comments from the Trustees. There were none.

Motion was made by Trustee Mital, seconded by Trustee Snyder, to approve the Consent Agenda - Omnibus Vote (attached as Exhibit A) and the recommendations indicated for each respective item be hereby approved.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

APPROVAL OF PURCHASE OF PARTS AND SERVICES FOR WATER VALVE REPAIR ASSESSMENT ON THE BEDFORD PARK WATER TRANSMISSION MAIN FROM UNDERGROUND PIPE & VALVE OF SHOREWOOD, IL IN THE AMOUNT OF \$31,238.60 AND UNIQUE PLUMBING OF BROOKFIELD, IL IN THE AMOUNT OF \$12,310

This item was taken off the Consent Agenda by Trustee Smith. He asked if the water issue may have been the result of the tollway extension, and if so, would it be their responsibility to repair. Public Works Director Dave Preissig stated that in assessing which valves needed to be shut down and their locations and repair, that none were related to the tollway.

Mayor Grasso asked if there were any additional comments from the Board member or public comment. There were none.

Motion was made by Trustee Smith, seconded by Trustee Franzese, to approve the Purchase of Parts and Services for the Water Valve Repair Assessment.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

CONSIDERATION OF AN ORDINANCE AMENDING SECTIONS 25.09 AD 25.11 OF CHAPTER 25, ENTITLED "LIQUOR CONTROL," OF THE BURR RIDGE MUNICIPAL CODE

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

Interim Village Administrator Evan Walter explained that four liquor licenses had been requested. Patti's Sunrise Café had been serving liquor on weekends only and was requesting a license that would allow them to serve on weekdays also. Are We Live and Johnny Cabs both requested liquor licenses that were typical for a restaurant. Kohler Spa had requested a liquor license typical to a restaurant in a hotel.

Mayor Grasso asked if there were any Board member or public comments.

Ellen Raymond, Burr Ridge resident, asked if Are We Live would get a liquor license without a hearing and asked if so, why that was done. Mayor Grasso stated that the Burr Ridge liquor license application process does not require a hearing and that it complies with Illinois law. Ms. Raymond asked if there were any limitations for the Are We Live liquor license request based on Mr. Rovito's past criminal history. Mayor Grasso stated that there were none, as he had gone through a rehabilitation process.

Motion was made by Trustee Snyder, seconded by Trustee Franzese, to approve the Ordinance Amendments.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

CONSIDERATION OF A RESOLUTION RECOGNIZING THE RETIREMENT AFTER 21 YEARS OF SERVICE TO THE VILLAGE OF BURR RIDGE POLICE DEPARTMENT RECORDS COORDINATOR CRISTINA HENDERSON

Mayor Grasso read a resolution recognizing the retirement of Cristina Henderson after 21 years of service to the Village. Police Chief Madden stated that Ms. Henderson could not attend but said he would give her the resolution.

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

Motion was made by Trustee Snyder, seconded by Trustee Mital, to approve the Resolution.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

There being six affirmative votes the motion carried.

CONSIDERATION OF A PLAN COMMISSION RECOMMENDATION TO APPROVE A REQUEST FOR A SPECIAL USE FOR AMENDED OUTDOOR DINING AT A RESTAURANT (Z-06-2021: 114 BURR RIDGE PARKWAY – SALAMONE)

Interim Village Administrator Evan Walter stated that Phil Salamone, who runs Capri Express, has an amended special use request for outdoor dining. Capri Express has 4 tables and 16 chairs outside, without a fence as they don't have wait staff or serve liquor. Mr. Salamone is requesting permission to install an awning on the outside. The awning must align to the awning next store and there must be some notice on the supporting pole so that no one walks into it.

Trustee Schiappa asked if having the business name on the front of the awning was allowed. Mr. Walter said that businesses can have only one line of text on awnings in the Village Center. Trustee Franzese supported the installation of the awning. He also asked that the Capri Express delivery drivers do not park in the fire lane as he sees them parked there from time to time. Vito Salamone, a Capri Express co-owner, said that they would make that a priority and address it with his drivers. When asked by Trustee Mital what the purpose of the awning was, Mr. Salamone stated that it was for aesthetics and also for protection in different weather conditions for customers.

Mayor Grasso asked if there were any additional Board member or public comments. There were none.

Motion was made by Trustee Paveza, seconded by Trustee Franzese, to approve the Plan Commission Recommendation.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

CONSIDERATION OF A PLAN COMMISSION RECOMMENDATION TO APPROVE A REQUEST FOR SPECIAL USES TO AMEND THE OUTDOOR SPACE ADJACENT TO BUILDING 4 OF THE VILLAGE CENTER TO ADD A PATIO WITH AN AWNING TO ACCOMMODATE OUTDOOR DINING AND FOR OUTDOOR DINING AT A PERMITTED RESTAURANT USE AND TO APPROVE A REQUEST FOR A SPECIAL USE TO PERMIT A RESTAURANT WITH HOURS OF OPERATION EXCEEDING MIDNIGHT AT THE VILLAGE CENTER (Z-09-2021:720-730 VILLAGE CENTER DRIVE – KOSTANDINOV)

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

Interim Village administrator Evan Walter gave an overview of a proposed new restaurant (Pella) in Burr Ridge that would be 13,000 square feet in size and accommodate up to 500 total guests at any time. This would be the largest restaurant in the Village if approved. This request covered three areas: an amendment for a patio installation with a retractable roof, serving customers on the patio, and special use for operation past midnight. Mr. Walter gave an overview of the outdoor patio, building design plans, and how parking would be handled as well as the noise. He said that at the Plan Commission Meeting, about five to ten residents voiced concerns. The Plan Commission agreed that the petition was in line in regulations and requirements, recommending approval with some modifications of each of the three items, including a closure time of 1:00 am inside and 11:00 pm for the outside patio.

The architect for the proposed restaurant was in attendance and said they were prepared to make the modifications requested by the Village. Trustee Mital asked what type of food would be served and the targeted population. Alexander Kostandinov, the petitioner, stated that this would be a social type of restaurant, serving Mediterranean type of food, with ice cream or gelato served inside. This would be his first restaurant; as he works in transportation industry. He has been a resident of Burr Ridge for about 40 years.

Trustee Franzese asked for an explanation of the traffic flow for cars, both for guests and carry out, as this space utilizes the old Ann Taylor Loft/Banana Republic retail space, and it is within the entertainment district of the Village. He was concerned that curbside pickups would interfere with valet services. Mr. Walter gave an overview of the parking in that area. Trustee Franzese asked about curbside delivery and Mr. Kostandinov said that he has not considered that yet and might opt for delivery given the layout of the space. Trustee Franzese asked Plan Commissioner Barry Irwin about the vote, Commissioner Irwin said it was not a unanimous vote to approve. He said there was unanimous support for outdoor dining and hours for operation. He opposed due to the size of the outdoor enclosure. It's at the entry of the Village Center and felt that it changed the feel of the Center, and that it was a bit imposing and being so large it would be a prominent structure and an imposing size. Trustee Franzese said that the large nature of architecture and materials proposed do not blend with the Village Center and asked that the petitioner work with Village staff to get something more cohesive with the surrounding buildings to match or contrast. He expressed appreciation that the business was being brought to Burr Ridge. Mr. Walter stated that there were Plan Commission requests to modify the structure to better blend into the Village Center.

Trustee Schiappa agreed that the proposed building looks "tacked on" and there is also a retractable roof – both the sides and the roof retract. It is intended for four season use. Trustee Schiappa asked the petitioner what percentage of food business vs. bar business he was planning on. He said that he had not yet done the math for that but anticipated 50/50, with more food than bar business. He mentioned that the back would be for a social night out and the front would be more for coffee/croissants and ice cream -- more of a socializing area of the restaurant, not a bar. The seating

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

capacity would be for 2/3 indoor, 1/3 outdoor. Trustee Schiappa also expressed concern that the design matches the Village Center.

Mayor Grasso said that he had received concerns from residents about the size of the restaurant. He also mentioned that this restaurant would need to coordinate with Topaz who is also installing a retractable roof. Mayor Grasso stated that there may be a change in the liquor ordinance, as a midnight closure was being considered, including weekends. He said that plans should be made accordingly based on that possibility. He also expressed concern about over-saturating Burr Ridge with restaurants. He wants to bring revenue into the Village but wants to be sure that there is demand.

Mr. Walter said that there are still residents leaving the Village to go to restaurants out of the area, which may be one perspective to consider. Mayor Grasso asked that this should remain an area to monitor as the Village Center won't likely return as a retail center but asked the Board to keep over-saturation in mind.

Trustee Mital asked about the two banquet halls, and was the petitioner planning to hire a COO and a head chef. He said that he had not yet chosen people for those roles, but that it was in his 6–9-month plan.

Mayor Grasso asked if there were any additional Board member or public comments. There were none.

Motion was made by Trustee Franzese, seconded by Trustee Paveza, to approve the Plan Commission Recommendation, with modifications to the structure so that it is more consistent with existing buildings and the recommended retractable roof conditions.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

CONSIDERATION OF A PLAN COMMISSION RECOMMENDATION TO DENY A REQUEST FOR TEXT AMENDMENTS TO SECTION IV OF THE ZONING ORDINANCE TO PERMIT DETACHED ACCESSORY BUILDINGS IN INTERIOR SIDE YARDS (Z-07-2021: PANICO)

This agenda item was withdrawn by the petitioner.

CONSIDERATION OF A ONE-YEAR CONTRACT FOR COMMUNICATIONS SERVICES TO KALEIDOSCOPE MARKETING OF ST. LOUIS, MO IN THE AMOUNT OF \$49,000

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

Interim Village Administrator Evan Walter said that Village staff had previously spent a significant amount of time on communications and recommended that this function be outsourced. Kaleidoscope Marketing handles most of the Village Center communications work and they understand the Burr Ridge brand. The contract would be managed by Village staff, and they would continue to manage social media and handle e-briefs, etc.

Trustee Schiappa asked that if their work was not satisfactory if we could address that. Mr. Walter said that it was a rolling contract with the option to extend. He also said that the Village Center has been very satisfied with their work, and that the contract could be canceled if their work was not acceptable. Trustee Mital asked for clarification that until a Community Analyst was hired, that Mr. Walter should be the main contact. Mr. Walter confirmed that was the case.

Mayor Grasso asked if there were any additional Board member or public comments. There were none.

Motion was made by Trustee Mital, seconded by Trustee Snyder, to approve the contract for Communications Services.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

CONSIDERATION OF REVISED VILLAGE ORGANIZATIONAL CHART

Mayor Grasso stated that during COVID there were a lot of staff changes, so he sat down with the Interim Village Administrator to look at the staff structure from a clean slate basis to improve efficiency with a re-organization. Given that Burr Ridge has no fire department or park district, he felt work could be done with fewer staff, with lower benefits. It is a work in progress, but Interim Village Administrator Evan Walter gave an overview of the proposed re-organization, which included six positions and one change in the administrative department reporting structure.

Mr. Walter recommended a revision to the Administration Department reporting structure with Executive Assistant Julie Tejkowski assuming supervision of three front office staff, with Ms. Tejkowski receiving an increase in her compensation for the increased responsibility. The Front Office handles all non-emergency inbound calls for service with very few exceptions (approximately 50-100 per day), including in-person visitors to Village Hall and via phone, including many related clerical duties.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

The Community Engagement Analyst (CEA) position would generally mimic duties of the Communications and Public Relations Coordinator (CPRC). The CEA would continue to manage and execute special events, website services, act as staff liaison to the Veterans Memorial Committee, but have the added responsibilities of working with external groups such as Park and School Districts, HOA's, etc. on programs, events, and other issues where the interest of those groups and the Village align beyond the realm of special events.

The creation of a Community Service Officer (CSO) position in the Police Department was recommended to address code compliance and non-sworn law enforcement calls for service in the Village, such as traffic management, non-moving violations, animal control, as well as assist with certain back-of-house duties within the Police Department, such as fleet and uniform management. The CSO would be a uniformed employee driving a marked Village vehicle, working standard business hours and days but be eligible for overtime when their services are required outside of their normal shift. The Village receives many code compliance and non-sworn law enforcement calls for service per day; currently, the Village diverts civilian or sworn personnel to handle these tasks, taking them away from their primary duties. A dedicated employee to handle the specific nature and quantity of these calls for service is required if the responses to these calls is expected to be prompt and thorough. A CSO would be classified as an IMRF employee (instead of in the Police Pension) as well as not be subject to the extensively long hiring process which is required to hire sworn personnel.

Records Coordinator Tina Henderson retired July 9. At the time of her retirement, Ms. Henderson's position was responsible for a significant number of police programs and services, including coordinating records management, assisting with ongoing CALEA certification process, and other tasks. Chief Madden completed a review of the role's current job description and recommended several responsibilities be added to this position's duties to assist with oversight of police administrative duties. These duties include the supervision of the Records Division's two other employees; assist with implementation of department shift schedules and preparation of the department budget; reviewing and assisting in revisions to the department's policing policies; and assisting with analysis, amendment, and implementation of any proposed or existing orders as well as management of compliance of said orders.

The Planner position's duties would typically be limited to acting as staff liaison to the Plan Commission as well as zoning reviews. This work represents approximately 15 hours per week. It was recommended that this responsibility be remanded to the Village Administrator, with elimination of this position for several reasons. First, the expected compensation for planners is rapidly increasing. Also, the Village received no applicants for the position with any code compliance experience (a part of the Planner's stated job description), and a significant number of applicants expressed negative sentiments at code being included in the job description. Third, with the appointment of Ms. Tejkowski as the Front Office supervisor and the relocation of code compliance services to the Police Department, a similar number of hours of management work per week

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

compared to the balance of the Planner's remaining role will be eliminated from the job duties of the Village Administrator.

The Assistant Water Operator in Charge position was vacated due to the recent retirement of James Lukas and promotion of Peter Guth to replace Mr. Lukas as Water/Wastewater Supervisor in the Public Works Department. The Assistant Water Operator position serves in support of the Water/Wastewater Supervisor and acts in the capacity of that position's duties and responsibilities in their absence. This is a highly valuable and responsive position in the structure of Public Works, while also serving as the liaison between Utility Billing and our water customers. Staff recommended this position be filled without changes to its duties, noting that the attached salary structure is subject to the collective bargaining agreement with IUOE Local 150.

Taken together, these positional revisions will allow for greater organizational effectiveness, streamline the focus of duties of existing personnel, and increase individual staff working capacity-all requiring no additional financial investment.

Trustee Franzese asked for clarification on the CSO position (hours, if they would have a car, badge, etc.) which Police Chief Madden answered. He also expressed concern about the absence of a Planner as there are some parcels in the Village left and redevelopment also requires an experienced planner. He asked if it would be possible to outsource planning needs as needed. Mr. Walter said that complicated planning needs would require a Planning Consultant if the need arose, and that he had several planners in mind should the need arise. He also said that he would be attending the Plan Committee meetings. Mayor Grasso stated that at times an outside planner had been used in the past and if the consultant costs change, this will be re-addressed to consider a full-time Planner. He asked about the permit reviews. Mr. Walter said there are three people who handle permit reviews (permit management, consultant planner who does reviews, and then the other elements are handled by existing staff). Mr. Walter said there have been 280 permits for the year, and additional assistance has been secured to help when the permit load was high.

The Board commended Mr. Walter on his work and agreed that the new positions and reporting structure were improvements in efficiency in terms of serving the residents. Mayor Grasso said that the new re-organization along with a new process for finance would allow Village staff to function at the high-level residents expect and that it would also support police efforts.

Trustee Smith asked what the financial impact was. Mr. Walter said that the change is revenue-neutral, with the new format resulting in a \$400 savings. Trustee Franzese asked for a current and proposed organizational chart which Mr. Walter said would be prepared for a future Board meeting.

Mayor Grasso asked if there were any additional Board member or public comments.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

Alice Krampits, a Burr Ridge resident, asked if hotel/motel dollars would be used for the marketing contract with Kaleidoscope. Mr. Walter said that it would split between several funds and that the allocations would be re-evaluated as time goes on given the current financial state. She asked about Village Center marketing and promotion and Mr. Walter said the costs discussed at this meeting would be for the Village only. He said that while some promotions would be shared, the Village has a different marketing focus than the Village Center. She also asked about the working hours, the car provided, and specific duties related to the CSO business position. Mr. Walter said that that the CSO position would likely have some overtime and would not handle community relations (they would not go to schools or handle the police academy). He also said the CSO would be using a car that is already being paid for by the Village.

Ellen Raymond, Burr Ridge resident, said she was an advocate for a land planner, and said she was not aware that the Village had ever used outside planners in the past. Mr. Walter said that most of the time the petitions are from a single petitioner and if any petition is more complicated, a meeting is held. If a planner is needed, an outside consultant is contracted, and the Village pays those fees. Mr. Walter said that the plan takes into account having petitions start with staff who understand the vision of the Village, and more resident access. Ms. Raymond said that most communities do have a CSO position but most also have a community development director as well. She was not sure why Burr Ridge does not have a planner and offered a job description from the American Institute of Certified Planners. She said she is a big land planning advocate and asked that the Board consider an in-house planner at some point to better access both short- and long-term goals for the land, stressing that it is an important role for the Village.

Motion was made by Trustee Snyder, seconded by Trustee Mital, to approve the revised Village Staff Organizational Chart as discussed at the meeting.

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.

PUBLIC COMMENT

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

REPORTS AND COMMUNICATIONS

Trustee Mital mentioned the continuing events in the Village including Yoga on the Green and the Farmer's Market. A Taste of Burr Ridge is being planned and is scheduled for October 9-10 and a Car Show for October 10. The Concerts on the Green will start on August 5 at 7:00 pm Thursday.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
July 26, 2021

Trustee Franzese said that at the last Board meeting that he brought up the noise and tent issues and that the Board should consider revising the tent guidelines to prohibit music outside, as that was not what the tent program was intended to do. Also, restaurants are supposed to ask for a permit before a DJ or amplified music is used outside but that has not been happening. There was consensus of the Board that outside DJs or amplified music should not be allowed with the tent program that ends on September 31.

Mayor Grasso said that as a policy going forward, the 7-0/6-0 votes for Plan Commission items will be included in the Consent Agenda. Trustee Franzese agreed, with the exception being anything pertaining to alcohol -- both agreed those issues should be discussed by the board.

Trustee Schiappa said he was surprised that there was not more resident concern about the Pella restaurant at 13,000 square feet and seating close to 500 people when there was so much concern about Are We Live, which was much smaller.

Mayor Grasso asked residents to consider getting fully vaccinated, encouraging everyone to get vaccinated due to the recent spikes in illness and death for unvaccinated.

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

Mayor Grasso asked for a motion to adjourn the Board of Trustees meeting.

Motion was made by Trustee Paveza and Seconded by Trustee Schiappa that the meeting of the Board be adjourned at 9:45 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 President and Board of Trustees this _____ day of _____, 2021.

PLAN COMMISSION/ZONING BOARD OF APPEALS
VILLAGE OF BURR RIDGE
MINUTES FOR REGULAR MEETING OF AUGUST 2, 2021

I. ROLL CALL

The 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.

ROLL CALL was noted as follows:

PRESENT: 6 – Broline, Petrich, Irwin, Stratis, Farrell, and Trzupek

ABSENT: 1 – Parella

Interim Village Administrator Evan Walter was also present.

II. APPROVAL OF PRIOR MEETING MINUTES

Commissioner Petrich asked that the minutes be revised to reflect that he was referring to the post closest to the old Subway location in his discussion and related motion at Z-06-2021.

A **MOTION** was made by Commissioner Irwin and **SECONDED** by Commissioner Petrich to approve the amended minutes of the July 19, 2021 Plan Commission meeting.

ROLL CALL VOTE was as follows:

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

NAYS: 0 – None

MOTION CARRIED by a vote of 6-0.

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.

V-04-2021: 6100 Grant Street (Toland); Variation and Findings of Fact

Chairman Trzupek asked for a summary of the petition. Mr. Walter said that the petitioner, Judith Toland, prospective property owner of Lot 1 in the Grant Street Subdivision. At the time of the petitioner's submittal to the Village, the Grant Street Subdivision had not been completed. On July 27, the property was successfully subdivided with a PIN of 09-13-306-013 assigned to the new subject property to be addressed as 6061 Keller Drive. The petitioner is requesting a variation from Section VI.F.4 of the Zoning Ordinance to permit a single-family residence to be built with a Floor Area Ratio (FAR) in excess of 20%. The petitioner states in their application that the water table on the subject property is higher than normal, requiring that the proposed home to be built be raised

out of the ground with a shallower basement than is otherwise desired. The petitioner states their intent to build a 15' tall basement, but is requesting to locate some of the lost space from the basement to an area above the garage due to a 9' basement being required by the water table's presence. No additional footprint or impervious surface is claimed to be added to the subject property if the variation were granted.

Judith Toland, petitioner, said that the primary reason for the petition was the presence of the high water table on the subject property. Ms. Toland said that space which would ordinarily be located in the basement was moved to above the garage in the revised plans presented to the Plan Commission.

Chairman Trzupek asked for public comment.

Ramzi Sweis, 12 Andrew Court, said that the Village would be wise to consider the impacts of new development on the existing floodplain and water table in the area, and that all future development would negatively affect existing homes in the area.

Sandy Sundram, 10 Andrew Court, said that the flooding in the area was worse in the last 5 years compared to the previous 20, which was primarily due to the pond nearby not draining properly, as the pond was lined many years ago. Mr. Sundram cautioned the petitioner about purchasing the land, and requested that the Village assist in remedying any issues that were present with flooding in the area. Mr. Walter said that he would refer the resident's concerns to the Stormwater Management Committee, who was better equipped to handle the resident's specific concerns.

Commissioner Stratis asked for additional information, such as a floodway map. Mr. Walter requested a grading plan of the property as well. Commissioner Stratis said that if the petitioner was planning to import dirt to the site, they would need to find compensatory storage elsewhere on the property.

Commissioner Farrell said that, in her mind, the central issue is whether the impermissibility of a 15' basement ceiling due to the water table acted as a hardship. Commissioner Farrell agreed with the need to see a grading plan with wetland impacts, etc. to ascertain whether this was the only variation required by the petitioner. Ms. Toland said that they purposely did not invest in a full plan set as there would not be a need to do so if the variation was not supported from a concept perspective.

Commissioner Petrich asked if the FAR was provided by the petitioner. Mr. Walter said that he was unable to confirm an exact FAR through his architectural consultant. Commissioner Petrich asked why soil borings were performed if they are not required. Ms. Toland said that the current property owner performed the borings. Commissioner Petrich asked if the basement as shown would be exempt from FAR. Mr. Walter said that if the elevation as shown was present around all sides of the house and the grading was acceptable, it would be exempt from FAR.

Commissioner Irwin said that a hardship was not present.

Chairman Trzupek asked what made the additional space count towards Floor Area Ratio (FAR) but not attic space. Mr. Walter said that it was not attic space due to it not meeting the definition of an attic under the definition of the Zoning Ordinance. Chairman Trzupek also questioned whether the impermissibility of a 15' basement ceiling without extensive grading constituted a hardship.

Commissioner Stratis asked if any homes in the area exceeded 20% FAR. Ms. Toland said that her attorney found homes in the area which exceeded 20%. Mr. Walter said that while certain homes may advertise a square footage above 20% FAR, it may not necessarily mean that the 20% FAR threshold was breached, as FAR exempts certain things which are often included in a home's advertised square footage. Mr. Walter said that staff had performed a review of all area building permits and found no homes which exceeded 20% FAR.

Commissioner Irwin asked what percentage of homes in Burr Ridge were developed on water tables comparable to those of the subject property. Mr. Walter said that the Village does not require soil boring to build a new home and that he did not have specific data that he could access to answer that question, but stated that it would be his assertion that higher water tables were certainly present in the Village. Commissioner Irwin said that understanding that answer would be critical to his analysis of the petition. Mr. Walter said that staff would endeavor to provide such an analysis to the best of their ability should the Plan Commission desire such information.

Chairman Trzupek asked for a show of hands to determine if any Plan Commissioners wished to continue the public hearing and request further information. Four Commissioners and the Chairman supported obtaining further information.

Commissioner Stratis said that he would be more likely to support a minor FAR variation, such as 21%, rather than a 25% FAR. Mr. Walter said that according to the petitioner's proposal, the home would have a 25% FAR.

Chairman Trzupek requested that the petitioner and staff provide grading and site plans, the size of homes in the neighborhood, and the presence of high water tables elsewhere in the Village.

A **MOTION** was made by Commissioner Irwin and **SECONDED** by Commissioner Farrell to continue the public hearing for V-04-2021 to September 20, 2021.

ROLL CALL VOTE was as follows:

AYES: 6 – Irwin, Farrell, Stratis, Petrich, Broline, and Trzupek
NAYS: 0 – None

MOTION CARRIED by a vote of 6-0.

Z-07-2021: Zoning Ordinance Amendments (Village of Burr Ridge); Text Amendments and Findings of Fact

Chairman Trzupek asked for a summary of the petition. Mr. Walter said that the Village employs a highly-technical measurement system to regulate and measure the transmission of sound, most notably employing the American National Standards Institute's (ANSI) standards in many cases. The prescribed decibel level is dependent on an Octave Band Center Frequency (Hertz) rating, meaning that as the Hertz increases, the allowable decibel level decreases. The Village also separates noise levels between a day/night standard of hours, defined as 7:00am-7:00pm (day) and 7:00pm-7:00am (night); decibel levels are prescribed to be about 15% lower during night hours than day hours. Finally, the performance standards of the Zoning Ordinance are limited to transference of sound from Manufacturing Districts to Residential and Business Districts. Mr. Walter said that the Village also adopted the State's definition of noise nuisance, which defines different categories of land using a similar Hertz/decibel rating system to determine the level of noise that may be transferred. The IEPA has since ceased all enforcement of their own noise standards. In summary, the noise standards in the Zoning Ordinance are technical and challenging for the lay person to interpret without training and specialized equipment.

Mr. Walter said that if the Plan Commission were to recommend that the Village move away from the current performance standards related to noise, staff proposes that a "Plainly Audible" approach be considered. A "Plainly Audible" approach to noise regulation measures excessive sound not by Hertz ratings or by excessive decibels, but through the prohibition of any sound which can be deemed to be excessively loud by interpretation of a human being hearing the noise and confirmed by a third party, such as a Police officer, code compliance employee, or other such authorized Village representative. Plainly Audible was defined in the staff report as "any sound that can be detected by a person by ear, unaided by any device such as hearing aid. A sound is considered plainly audible regardless of whether particular words or phrases are not determinable and regardless of whether the instrument or device can be determined. The detection of reverberation or similar types of sound is sufficient to constitute a Plainly Audible sound." Mr. Walter used the example of a dog barking in a neighbor's yard as a likely nuisance, and that such a nuisance would possibly be defined as Plainly Audible depending on the noise level of the dog and thus allow the Police to enforce these regulations without need for much technical analysis. Mr. Walter said that there are also day/night regulations proposed.

Chairman Trzupek asked for public comment.

Mark Thoma, 7515 Drew, said that as a sound engineer, he understood the challenges involved with enforcing the current rules, but questioned the enforceability of the proposal. Mr. Walter said that other towns have had success with such an approach, and that often the more technical rules were found to be unenforceable due to their technical nature, as well as the proposed approach using the existing high standards of the community to our own advantage. Mr. Thoma asked about the definition of repetitive sounds. Mr. Walter said that any noise which repeats itself, even if the repetitions were not temporally close to one another, would meet the standard of analysis.

Commissioner Irwin said that the standard was not well-defined, stating that the title may possibly give rise to irritable neighbors taking advantage of the rule. Commissioner Irwin said that the

definition of the rule should include words such as “excessive”. Commissioner Irwin said he was concerned about people interpreting the rule to prohibit talking in one’s backyard and other such examples. Mr. Walter said that the average resident already calls whenever they get annoyed regardless of the noise rule at hand, and that there are examples of residents who are more sensitive to noise than others. Mr. Walter said that the intent of the proposed amendments is to allow the Police to make enforcement decisions on the spot rather than need sound equipment, and in many cases it would be unlikely that a resident would call the Police in the first place, nor would the Police be quick to write citations if an issue were observed and the residents were quick to comply with a courtesy request by the Police. Commissioner Irwin asked if he could have a large concert in his backyard under the proposed rules. Mr. Walter said that such action was not permissible under the current rules, since the maximum decibel rating allowed by the Zoning Ordinance was 63 decibels in Residential Districts, but a large concert would clearly exceed that limit. Mr. Walter said that the concept behind the proposal was to allow for enforcement discretion in cases where decibels may not be excessive but they still may give rise to an annoyed neighbor calling the Village for assistance. Mr. Walter elaborated by stating that the proposed amendments included preliminary language stating that exemption permits could be written for larger occasions such as concerts or weddings, and that it was not the intent of the amendments to ban the use of private property for lawful reasons, but rather to ensure that the Village could swiftly handle legitimate issues once they presented themselves. Mr. Walter gave the example of the Village permitting block parties through staff action without need for lengthy public hearings. Mr. Walter said that the legislative intent of the proposal was not to make the “everyday” as being impermissible.

Commissioner Petrich asked if the Village had enforced its existing sound regulations in prior instances. Mr. Walter said that the Village had done so, and that the process was lengthy, expensive, and cumbersome, and often did not provide service to the affected party due to the time involved with mobilizing the necessary staff and equipment. Commissioner Petrich said that he would prefer to keep the daytime hours of 7am-7pm instead of extending to 10pm. Mr. Walter said that in speaking with the Village’s Adjudication Judge, she was unwilling to enforce any ordinance which had “night” hours as being prior to 10pm. Commissioner Stratis agreed with staff’s comments, stating that he feels that his regular behavior of mowing lawns at 8pm in the summer was not excessive or burdensome. Commissioner Petrich asked if the proposal would incorporate generators. Mr. Walter said that generator noise was already defined as not exceeding 75 decibels at 28 feet, and would provide such an exception in the language.

Commissioner Broline asked about firecrackers and their legal status. Mr. Walter said that firecrackers themselves were unpermitted, but that firecrackers on odd days or very late at night would be a good example of violating the Plainly Audible standard.

Commissioner Farrell said that she supported the approach, as it allowed for balance between residents and the Village. Commissioner Farrell asked about certain uses in more controlled areas, such as schools in T-1 Districts adjacent to residences, and how those would be enforced. Mr. Walter acknowledged that further consideration of those examples was necessary.

Commissioner Stratis supported the concept, possible event permitting, and that Police and an adjudication system would ultimately make the enforcement of the Zoning Ordinance. Commissioner Stratis suggested that the standards of Plainly Audible include statements to the

effect of “unreasonably affecting the use of one’s property” to add teeth to the standards of the Zoning Ordinance. Commissioner Stratis asked how commercial districts impacting residential districts would work. Mr. Walter said that the standards of residential districts would be employed if the noise were originating from a commercial district. Commissioner Stratis asked if the penalties could be exponential, rather than on a flat scale. Mr. Walter said that staff would investigate this possibility.

Chairman Trzupek supported the concept as well as redefining night time to 10pm, but asked that a property line metric be added to the amendments either in addition to a “50 foot” rule to add additional enforcement opportunity.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Irwin to continue the public hearing for Z-11-2021 to August 16, 2021.

ROLL CALL VOTE was as follows:

AYES: 6 – Stratis, Irwin, Farrell, Petrich, Broline, and Trzupek
NAYS: 0 – None

MOTION CARRIED by a vote of 6-0.

IV. CORRESPONDENCE

V. OTHER PETITIONS

VI. PUBLIC COMMENT

VII. FUTURE MEETINGS

Mr. Walter said that there were three considerations scheduled for August 16, 2021.

VII. ADJOURNMENT

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Irwin to adjourn the meeting at 9:17 pm.

ROLL CALL VOTE was as follows:

AYES: 6 – Stratis, Irwin, Petrich, Farrell, Broline, and Trzupek
NAYS: 0 – None

MOTION CARRIED by a vote of 6-0.

Plan Commission/Zoning Board Minutes
August 2, 2021 Regular Meeting

Respectfully Submitted:

Evan Walter – Village Administrator

ORDINANCE NO. A-834-____-21

AN ORDINANCE GRANTING SPECIAL USE APPROVAL FOR A RESTAURANT
WITH AMENDED OUTDOOR DINING

(Z-06-2021: 114 Burr Ridge Parkway - Salamone)

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

WHEREAS, said Plan Commission of this Village held a public hearing on the question of granting said special use approvals on July 19, 2021 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

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

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

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

Section 1: All Exhibits submitted at the aforesaid public hearing are hereby incorporated by reference. This Mayor and Board of Trustees find that the granting of special use approvals indicated herein is in the public good and in the best interests of the Village of Burr Ridge and its residents, is consistent with and fosters the purposes and spirit of the Burr Ridge Zoning Ordinance as set forth in Section II thereof.

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

- A. That the Petitioner for the special use for the property located at 114 Burr Ridge Parkway, Burr Ridge, Illinois, is Phil Salamone (hereinafter "Petitioner"). The Petitioner requests special use approval as per Section VIII.B.2.ff to permit a restaurant with amended outdoor dining.
- B. That the restaurant is in a shopping center with a variety of commercial tenants including other restaurants.
- C. That the subject property is appropriate for a restaurant with outdoor dining, as the use has provided outdoor dining for many years without incident.

Section 3: That special use approval for a restaurant with amended outdoor dining ***is hereby granted*** for the property commonly known as 114 Burr Ridge Parkway and identified by the Permanent Real Estate Index Number of **18-30-305-003**.

Section 4: That the special use is subject to the following terms and conditions:

1. The general location of the outdoor seating area and of the proposed awning shall be as specified on the submitted plans attached hereto as **Exhibit A** including and limited to a maximum of four tables and 16 chairs.
2. At all times, the tables and chairs shall be kept at least 5 feet from the back of the curb to ensure an adequate pedestrian sidewalk.
3. The tables shall not exceed 36 inches in diameter.
4. There shall be no table service or service of alcoholic beverages for the sidewalk seating.
5. The operation of the outdoor seating areas shall not include any advertising, signs, or leaflets.
6. A trash container shall be provided adjacent to the building, and said container shall include a self-closing lid.
7. Failure at any time to comply with these regulations shall deem this special use approval null and void.
8. The middle pole on the awning shall be marked by a clearly-visible identification, such as paint or planter.
9. The slope of the adjacent canopy at La Cabanita shall match that of the proposed awning.

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

PASSED this 9th day of August, 2021, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as

follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Burr Ridge on this
9th day of August, 2021.

Mayor

ATTEST:

Village Clerk



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Name: Phil

Address: 114 Burr Ridge Parkway. Burr Ridge, IL 60527

Ph: 630-232-3430

Cell: 708-692-1200

E-mail: phil@capriexpress.com

Now



Patio black canvas
Fabrications & Intallation

Estimate:

58" x 19' x 13' proyection \$ 11,225.00

48" x 19' x 13' proyection \$ 10,400.00

36" x 19' x 13' proyection \$ 9,700.00

Proposal

Half Awning



ORDINANCE NO. _____-21

AN ORDINANCE REZONING PROPERTY FROM THE R-1 RESIDENTIAL DISTRICT
TO THE R-2A RESIDENTIAL DISTRICT

(Z-10-2021: 6547 County Line Road - Klein)

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

WHEREAS, said Plan Commission of this Village held a public hearing on the question of rezoning on July 19, 2021 at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

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

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

follows:

Section 1: All Exhibits submitted at the aforesaid public hearing are hereby incorporated by reference. This Mayor and Board of Trustees find that the granting of the rezoning indicated herein is in the public good and in the best interests of the Village of Burr Ridge and its residents, is consistent with and fosters the purposes and spirit of the Burr Ridge Zoning Ordinance as set forth in Section II thereof.

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

- A. That the Petitioner for the rezoning of the property located at 6547 County Line Road, Burr Ridge, Illinois, is Matthew Klein, (hereinafter "Petitioner"). The Petitioner requests rezoning of the property from the R-1 Residential District to the R-2A Residential District.
- B. That the property is surrounded by properties zoned R-2A Residential.

Section 3: That the property at 6547 County Line Road ***is hereby rezoned*** from the R-1 Residential District to the R-2A Residential District of the Burr Ridge Zoning Ordinance with the Permanent Real Estate Index Number of: **18-19-103-018**.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 9th day of August, 2021, by the Corporate Authorities
of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Burr Ridge on this 9th
day of August, 2021.

Mayor

ATTEST:

Village Clerk

RESOLUTION R-__-21

**RESOLUTION RECOGNIZING 20 YEARS OF SERVICE
TO THE VILLAGE OF BURR RIDGE
EXECUTIVE ASSISTANT JULIE TEJKOWSKI**

WHEREAS, Julie Tejkowski did, on August 1, 2021, mark her 20th year of employment with the Village of Burr Ridge; and

WHEREAS, Julie Tejkowski has served in multiple roles with the Village during her years of service, including that of Community Development and Engineering Administrative Assistant, Building and Zoning Assistant, and Executive Assistant;

WHEREAS, Julie Tejkowski has dedicated herself to the professional and courteous service of residents in countless manners, including the management of all building department functions, occupancy licenses, and support for petitioners at the Plan Commission; and

WHEREAS, Julie Tejkowski, in her role as Building and Zoning Assistant, was integral in the issuance of the many permits and certificates of occupancy during the development of the Burr Ridge Village Center;

WHEREAS, Julie Tejkowski is a valued colleague supporting other employees through her work on the Employee Personnel Committee and the Wellness Committee; and

WHEREAS, Julie Tejkowski manages the Village's human resource programs, risk management services, and benefits coordination; and

WHEREAS, Julie Tejkowski has further served the Village of Burr Ridge by assisting the Village Administrator, Mayor, and Board of Trustees in many administrative capacities.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, that Julie Tejkowski shall hold a place of esteem in the minds and hearts of the residents, businesses, and employees of the Village and is offered our sincere congratulations on the completion of 20 years of service to the Village of Burr Ridge.

ADOPTED this 9th day of August, 2021, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 9th day of August, 2021, by the Mayor of the Village of Burr Ridge.

Village Clerk

Mayor

RESOLUTION R-__-21

**RESOLUTION RECOGNIZING THE RETIREMENT
AFTER 25 YEARS OF SERVICE TO THE VILLAGE OF BURR RIDGE
FINANCE DIRECTOR JERRY SAPP**

WHEREAS, Jerry Sapp has provided valuable service to the Village of Burr Ridge since August 19, 1996, and on August 19, 2021 will retire from the Burr Ridge Finance Department, and has provided said service with dedication and integrity; and

WHEREAS, Jerry Sapp held the position of Finance Director and was responsible for the supervision of all functions of financial management and Information Technology of the Village of Burr Ridge;

WHEREAS, Jerry Sapp coordinated the production every year of a balanced annual budget; monitored the Village's cash, debt, and investment policies; and provided accurate revenue and expense reports and numerous other reports; and

WHEREAS, Jerry Sapp led the Finance Department through many audit cycles, in which the Village regularly received unmodified clean opinions due to its financial best practices and policies; and

WHEREAS, Jerry Sapp played an integral role in developing and maintaining the Village's Information Technology systems and Village Wide Network, including development and upgrades of the Village website, the Geographic Information System (GIS), set up of various social media applications, establishment of electronic billing and payments for water service accounts, BS&A financial management systems, and many other systems utilized by all Village departments; and

WHEREAS, Jerry Sapp was instrumental in implementing the Village's document imaging system with the use of Laserfiche software system to electronically store many of the Village's historic and public records; and

WHEREAS, Jerry Sapp, through coordination with the Police Department, helped to implement the Village's subdivision surveillance camera program; and

WHEREAS, Jerry Sapp performed the duties of Treasurer for the Village and the Police Pension Board, overseeing sound investments, accountability, and safeguarding of the Village's financial assets.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, that Jerry Sapp shall hold a place of esteem in the minds and hearts of the residents, businesses, and employees of the Village and is offered our sincere congratulations on his retirement.

ADOPTED this 9th day of August, 2021, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 9th day of August, 2021, by the Mayor of the Village of Burr Ridge.

Village Clerk

Mayor

RESOLUTION NO. __-21

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "**Intergovernmental Cooperation Act**," 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the "**Intergovernmental Cooperation Act**," 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Mayor and the Village Board of Burr Ridge have determined that it is in the best interests of the Village and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training, and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

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 Village Clerk are hereby authorized to execute an Agreement for participation in the **Illinois Public Works Mutual Aid Network (IPWMAN)**, including the \$100 annual fee, with a copy of said Agreement being attached hereto and being made a part hereof.

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

ADOPTED this 9th day of August, 2021, by vote of the Board of Trustees of the Village of Burr Ridge, as follows:

AYES: -

NAYS: -

ABSENT: -

APPROVED this 9th day of August, 2021.

Mayor

ATTEST:

Village Clerk

Illinois Public Works Mutual Aid Network Agreement



This Public Works Agreement (hereinafter “Agreement”) is entered into by which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN)”;

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter “Act”) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. “*AGENCY*” means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. “*AID AND ASSISTANCE*” includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. “*AUTHORIZED REPRESENTATIVE*” means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. “*BOARD OF DIRECTORS*” is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. “*BOARD MEMBER*” is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. “*DISASTER*” means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. “*IPWMAN*” is the acronym for the Illinois Public Works Mutual Aid Network.

H. “*LOCAL EMERGENCY*” is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. “*MUTUAL AID RESOURCE LIST*” means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. “*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*” a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. “*PARTY*” means an agency which has adopted and executed this Agreement.

L. “*PERIOD OF ASSISTANCE*” means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. “*RESPONDING AGENCY*” means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. “*REQUESTING AGENCY*” means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party’s own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, *THEREFORE*, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.



Approved and executed this _____ day of _____, 20__.

For the Agency

By: _____

Attest: _____

APPROVED (as to form):

By: _____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20__.

By: _____
President of IPWMAN Board of Directors

Attest: _____
IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010

Dear Evan, Mayor Grasso, Trustees and fellow Commissioners,

It is with mixed emotions that I tender my resignation from the Village of Burr Ridge Planning Commission/Zoning Board of Appeals, the Pathway Commission and the Bicycle Committee.

Some of you might already know, we have sold our home and will be relocating to Las Vegas, NV.

I am sorry to be leaving Burr Ridge and want to thank you for the opportunity and times we have spent together passionately ensuring Burr Ridge remain a Special Place.

It has been a real pleasure working with you all.

Sincerely,

Luisa Hoch



VILLAGE OF BURR RIDGE, ILLINOIS

Downtown Business District

Eligibility Study and Business District Plan

FINAL REPORT | May 28, 2021

VILLAGE OF BURR RIDGE, IL
Downtown Business District

Table of Contents

SECTION	PAGE
1. Introduction.....	1
2. Eligibility Study.....	4
3. Business District Plan.....	13
Appendix 1: Boundary Legal Description	19
Appendix 2: List of PINs in Proposed Downtown Business District	19
Appendix 3. Limitations of Engagement.....	21

LIST OF MAPS

Map 1: Context	2
Map 2: Proposed Business District Boundary.....	3
Map 3: Defective, Non-Existent or Inadequate Street Layout	8
Map 4: Deterioration of Site Improvements.....	9

S. B. FRIEDMAN & COMPANY

221 N. LaSalle St. Suite 820 Chicago, IL 60601
T: 312.424.4250 F: 312.424.4262 E: info@sbfriedman.com
www.sbfriedman.com

Contact: Geoff Dickinson
T: 312.384.2404 E: gdickinson@sbfriedman.com

1. Introduction

The Village of Burr Ridge, Illinois (the "Village") engaged SB Friedman Development Advisors ("SB Friedman") to conduct an eligibility study and prepare a business district plan for the proposed Downtown Business District (the "Business District" or "Area") under the provisions of the Illinois Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1 et seq., as amended) (the "Act").

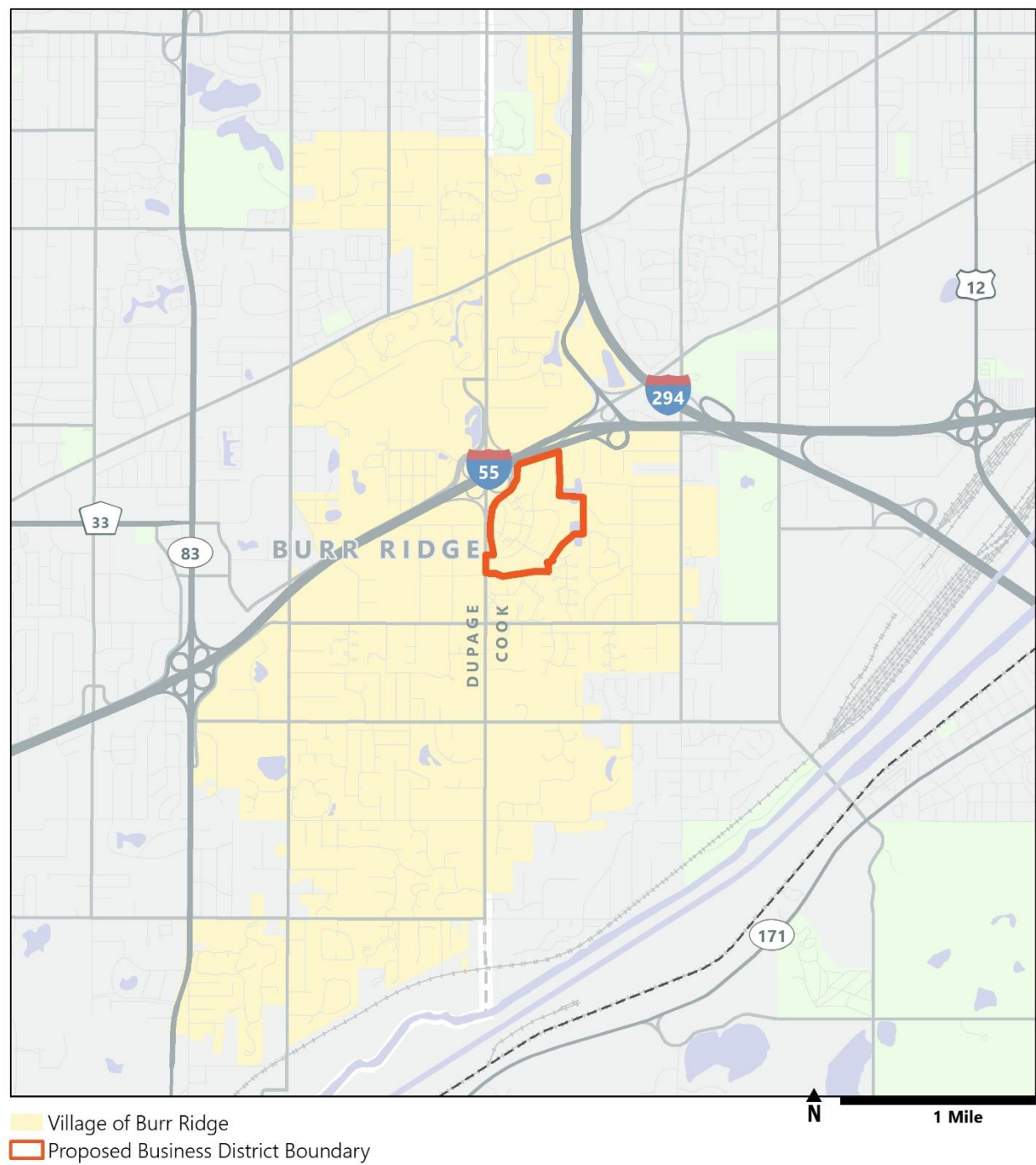
This document (the "Report") includes two major parts: (1) information on the eligibility factors and other findings necessary to designate the area as a business district under the Act (the "Eligibility Study"); and (2) the Business District Plan (the "Plan"). SB Friedman has prepared this Report with the understanding that the Village would rely on its findings and conclusions in proceeding with the designation of the proposed Business District and the adoption and implementation of the Plan in compliance with the Act.

The Proposed Business District

The proposed Business District encompasses properties in and around the Burr Ridge Village Center, south of Interstate 55 along the western edge of Cook County. It is roughly bounded by County Line Road and Bridewell Drive to the east, Bridewell Drive to the north and residential neighborhoods to the south and east. The proposed Business District consists of a total of 36 parcels. The Area contains approximately 130 acres, of which approximately 15 acres are non-parcelized rights-of-way.

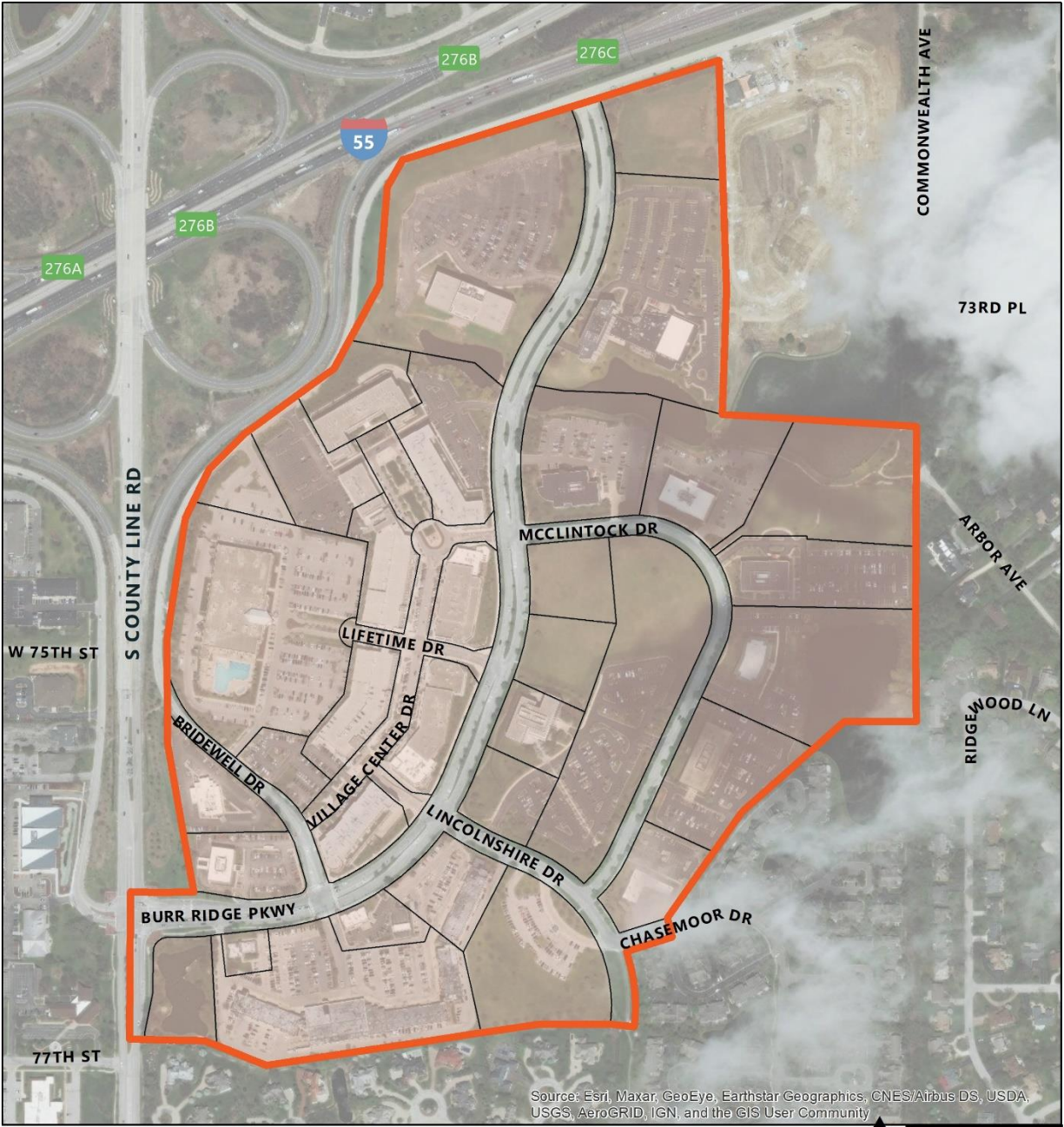
The location of the proposed Business District is displayed in **Map 1** on the following page, with a more detailed boundary presented in **Map 2**. The legal description of the proposed Business District and a list of Property Index Numbers (PINs) are included in **Appendix 1** and **Appendix 2**, respectively.

Map 1: Context



Sources: Esri; SB Friedman

Map 2: Proposed Business District Boundary



- Proposed Business District Boundary
- Proposed Business District Parcels

Sources: Cook County; Esri; SB Friedman

2. Eligibility Study

The proposed Business District suffers from an inadequate street layout and deteriorated site improvements. These characteristics appear to be hindering the economic potential of the proposed Business District. In order to enhance its economic viability, it is critical that the physical conditions of the proposed Business District be improved. So long as the infrastructure network is inadequate, and sites improvements are deteriorated, the economic viability of the proposed Business District will likely continue to be challenged. The proposed Business District will benefit from a strategy that improves physical conditions and addresses deteriorating infrastructure and issues with the street layout, allowing for economic growth and redevelopment.

The eligibility findings presented herein cover events and conditions that were determined to support a finding that the Area qualifies as a “blighted area” under the Act.

Eligibility Provisions of the Illinois Business District Development and Redevelopment Act

In order to impose taxes within a business district, a municipality must find that the area meets the “blighted area” provision under the Act and satisfies several other findings and tests. These eligibility criteria are summarized below.

BLIGHTED AREA DEFINITION

A business district can be considered a blighted area under the Act by the predominance of at least one of the following five factors:

- Defective, Non-Existent or Inadequate Street Layout
- Unsanitary or Unsafe Conditions
- Deterioration of Site Improvements
- Improper Subdivision or Obsolete Platting
- Existence of Conditions which Endanger Life or Property by Fire or Other Causes

In addition, the presence of the factor(s) must have at least one of the following four effects on the business district:

- Retard(s) the Provision of Housing Accommodations
- Constitute(s) an Economic or Social Liability
- Constitute(s) an Economic Underutilization of the Area
- Constitute(s) a Menace to the Public Health, Safety, Morals or Welfare

OTHER REQUIRED FINDINGS AND TESTS

Four additional findings and tests are required for designation of a business district:

1. **Lack of Growth and Development through Private Investment.** The Village is required to evaluate whether a business district has been subject to growth and development through investment by

private enterprises and must substantiate a finding of lack of such investment prior to establishing a business district.

2. **"But For" the Creation of a Business District, Area Would Not Be Redeveloped.** The Village must find that the area would not reasonably be anticipated to be developed or redeveloped without the adoption of the business district plan.
3. **Contiguity of Parcels.** The boundary of a business district must contain contiguous parcels that are directly and substantially benefited by the plan.
4. **Conformance to the Plans of the Village.** A business district plan must conform to the comprehensive plan of the Village.

Methodology Overview

SB Friedman conducted the following analyses to determine whether the proposed Business District qualifies as a blighted area, as defined by the Act:

- Parcel-by-parcel fieldwork in December 2020 documenting external property conditions of properties and infrastructure;
- Analysis of historic trends in equalized assessed value for the last six years (five year-to-year periods) for which data are available and final (2014-2019) from the Cook County Assessor's Office;
- Historic trends in Village EAV from the DuPage portion of the Village from DuPage County Clerk's office
- Review of GIS parcel shapefile data from Cook County;
- Review of GIS sidewalk shapefile data from the Village;
- Review of traffic collision data (2015-2020) and a 2019 Traffic Crash Analysis report provided by the Village Police Department;
- Review of an engineering memo from the Director of Public Works Director/Village Engineer for the Village, dated March 25, 2021; and
- Review of the 1999 Burr Ridge Comprehensive Plan ("1999 Comprehensive Plan") and 2005 Burr Ridge Corporate Park Sub-Area Plan.

All parcels were examined for eligibility factors consistent with the blighted area requirements of the Act. SB Friedman evaluated the eligibility factors on a parcel-by-parcel or area-wide basis, as applicable, and analyzed the spatial distribution of the eligibility factors. When appropriate, the presence of eligibility factors was calculated on adjacent infrastructure associated with the structures. The eligibility factors were linked to tax parcels and buildings using aerial photographs, property files created from field observations, and record searches. The information was then graphically plotted on a parcel map of the proposed Business District to establish the distribution of eligibility factors, and to determine which factors were present to a meaningful extent and reasonably distributed to evaluate their predominance throughout the proposed Business District.

Eligibility Findings

BLIGHTED AREA FINDING

SB Friedman's research indicates the proposed Business District qualifies as a blighted area due to the predominance of the following two factors:

1. Defective, Non-Existent or Inadequate Street Layout
2. Deterioration of Site Improvements

Maps 3 and 4 display the spatial distribution of these factors throughout the proposed Business District.

Defective, Non-Existent or Inadequate Street Layout

SB Friedman reviewed information from the Village to assess the street layout and transportation challenges within the proposed Business District. An engineering memo provided by the Director of Public Works Director/Village Engineer, dated March 25, 2021, supports a finding of inadequate street layout throughout the proposed Business District.

The current street layout inadequately serves vehicle traffic throughout the proposed Business District. Vehicular ingress and egress is primarily accommodated by one road, Burr Ridge Parkway, and a single intersection, at County Line Road, impacting circulation for the entire proposed Business District. As a result, an inadequate street layout impacts all parcels in the proposed Business District (36 of 36 total parcels, or 100%). Accessing the Area from other directions requires driving through residential neighborhoods; crossing the Area requires driving on or through Burr Ridge Parkway. According to Burr Ridge's Director of Public Works Director/Village Engineer, the limited ingress and egress "adversely [affects] traffic circulation" within the proposed Business District. At the County Line Road intersection there is no channelized turn lane or traffic signal phase for the predominant traffic pattern. As a result, there are significant delays at this intersection, even when there is low traffic. This intersection is also a common site of traffic accidents. According to a 2019 Traffic Crash Analysis report, the intersection of Burr Ridge Parkway and County Line Road had the 5th most crashes of all Village intersection in 2019, and the 3rd most crashes of all Village intersections in 2018.

Pedestrian traffic is also inadequately served by the existing layout. Burr Ridge Parkway lacks safe pedestrian crossings, which discourages walking within the proposed Business District. The only signalized crossing on this street is located at Bridewell Drive; there are no signalized mid-block crossings, making it difficult for pedestrians to reach the Burr Ridge Village Center from other points along Burr Ridge Parkway. Mid-block locations have been requested from residential neighborhoods adjacent to the Business District, especially at a Lincolnshire Drive, in order to access the restaurants and other amenities of the commercial district.

Finally, roadways throughout the proposed Business District lack adequate lighting. No lighting exists on Bridewell Drive. Light poles that are present in the Area do not meet current industry standards for either roadways or pedestrian walkways and are prone to frequent failures. Darkness may reduce perception of personal security, and may make walking, cycling or shopping feel unsafe. In conjunction with other challenges to vehicular and pedestrian circulation, the lack of proper lighting contributes to the inadequacy of the existing street network in the proposed Business District.

Based on these findings, this factor was found to be meaningfully present and reasonably distributed throughout the proposed Business District, as illustrated in **Map 3**.

Deterioration of Site Improvements

Physical deterioration of surface improvements and/or buildings was observed on a predominance of parcels (26 of 36 total parcels, or 72%). The most common form of deterioration was on surface improvements, especially parking surfaces and sidewalks. Catalogued surface improvement deterioration from fieldwork included cracking or crumbling parking lots, roads, sidewalks and curbs.

An engineering memo provided by the Director of Public Works Director/Village Engineer, dated March 25, 2021, provides additional detail on the condition of streets and sidewalks in the proposed Business District. According to this memo, "Pavement conditions throughout the Study Area are rated "Good", except Bridewell Drive, which has a "Fair" rating in the Study Area limits. Bridewell Drive asphalt pavement is deteriorating with potholes and large cracks both longitudinally and transversely." Additionally, several sidewalk segments are aging and noncompliant with State-adopted standard of the Public Right of Way Accessibility Guidelines (PROWAG) and require replacement in concrete to address cracking and differential settlements. According to the memo, "Where sidewalks have been constructed in asphalt, such as segments on McClintock Drive, Lincolnshire Drive, and Burr Ridge Parkway, its walking surface is cracked, settled, and degraded. The Pathway Commission, an advisory body to the Village Board of Trustees, has identified these segments as "Fair" condition and has requested their replacement in concrete."

Deterioration of surface improvements may indicate that the proposed Business District lacks investment and can make it more difficult to attract new businesses or consumers. This factor was found to be meaningfully present and reasonably distributed throughout the proposed Business District. **Map 4** displays the spatial distribution of deterioration throughout the proposed Business District.

Map 3: Defective, Non-Existent or Inadequate Street Layout



Map 4: Deterioration of Site Improvements



Sources: Cook County; Esri; SB Friedman

Effect of Blighting Factors on the Proposed Business District

It appears the present blighting factors have the following effect on the proposed Business District:

- Constitute an Economic Underutilization of the Area

ECONOMIC UNDERUTILIZATION OF THE AREA

The minimal increase in overall property values within the proposed Business District since 2014 and recent retail performance of the Burr Ridge Village Center portion of the Area suggest that deterioration and an inadequate street layout may be affecting the economic potential of the Area, reducing its commercial appeal to both businesses and consumers.

1. Property Values

An evaluation of change in property values over time is one of the clearest indicators of whether an area is meeting its economic potential or is being economically underutilized. SB Friedman analyzed the change in the equalized assessed value (EAV) – property values as determined by the Cook County Assessor – of the tax parcels, including all condominium parcels, in the proposed Business District from 2014 to 2019 relative to the remainder of the Village.

The EAV of the proposed Business District as a whole – accounting for all land uses – has declined in three of the past five year-to-year periods. Furthermore, the proposed Business District has grown more slowly or declined more quickly than the balance of the Village in each of the past five year-to-year periods. These results are shown in **Table 1** below.

Table 1: Year-to-Year Growth in EAV of Proposed Business District and Village from 2014 – 2019

	2014	2015	2016	2017	2018	2019
Proposed Business District Parcels EAV	\$29.1 M	\$28.7 M	\$28.8 M	\$31.9 M	\$31.0 M	\$30.2 M
Percent Change	---	-1.4%	0.3%	10.7%	-2.7%	-2.7%
Proposed Business District Parcels Decline in EAV?	---	YES	NO	NO	YES	YES
Village EAV Less Proposed Business District Parcels	\$974.8 M	\$980.1 M	\$1,026.6 M	\$1,158.0 M	\$1,169.1 M	\$1,165.0 M
Change in Village EAV Less Proposed Business District Parcels	---	0.5%	4.7%	12.8%	1.0%	-0.4%
Proposed Business District Parcels Growth Less Than Village Balance?	---	YES	YES	YES	YES	YES

Sources: Cook County Assessor; Cook County Clerk; DuPage County Clerk; SB Friedman

Overall, during that time period, the proposed Business District grew by 3.6%, while the balance of the Village grew by 19.5%. The compound annual growth rate ("CAGR") of the EAV for the proposed Business District was only approximately 0.7% from 2014 to 2019, whereas the CAGR of the EAV for the balance of the Village over the same period was approximately 3.6%. Additionally, despite

encompassing the primary commercial area in the Village, accounting for only non-residential uses, the EAV of the proposed Business District has declined since 2014.

2. Burr Ridge Village Center Retail Performance

The Burr Ridge Village Center—the primary shopping district in the Area—has struggled relative to similar developments in nearby communities. Village staff indicated that the existing street network layout contributes to low Center visibility and poses challenges for retailers. As **Table 2** indicates, the Burr Ridge Village Center has greater vacancy and lower per square foot rents than other peer shopping districts across Chicagoland. It has consistently underperformed rival centers. Since 2011, the Burr Ridge Village Center has had an average vacancy rate of 13.4%. Over the same period, the four peer centers together have had an average vacancy rate of 5.8%. Greater vacancy combined with lower per square foot rents indicates that the Burr Ridge Village Center is a less desirable location for major retailers relative to other shopping centers. As a result, these performance metrics advance the notion that the Area is currently underutilized.

Table 2: Comparable Shopping Centers Performance

	Vacancy	Rent/SF
Burr Ridge Village Center	12.5%	\$21.49
Algonquin Commons	8.9%	\$31.83
Arboretum of South Barrington	0%	\$25.69
Deer Park Town Center	0%	\$30.83
Geneva Commons	7.3%	\$30.69

Sources: CoStar; SB Friedman

Existing physical conditions, including deterioration and the street layout, appear to be hindering the ability of the proposed Business District to attract sufficient investment and development to compete with comparable shopping centers and attain property value growth on par with the remainder of the Village, and therefore, constitutes an economic underutilization of the Area.

Other Required Findings and Tests

In addition to finding of blight, the Act specifies four separate required findings and tests for designation. SB Friedman’s research, as described below, indicates that the proposed Business District satisfies these requirements.

1. LACK OF GROWTH AND DEVELOPMENT THROUGH PRIVATE INVESTMENT

Overall growth in property value within the proposed Business District has been substantially lower than the remainder of the Village from 2014 to 2019. As described above and shown in **Table 2**, the total EAV of the properties in the proposed Business District has grown more slowly or declined more quickly than the balance of the Village in each of the last five year-to-year periods. These metrics indicate a lack of growth and private investment in the proposed Business District.

While there has been some limited new construction and expansion within the proposed Business District over the past five years, the private market has been unable to support substantial new development without public

assistance. Furthermore, despite some additional renovation and maintenance, overall EAV has grown at a rate less than the balance of the Village over the five-year period.

Finding: *The proposed Business District on the whole has not been subject to growth and development through investment by private enterprises.*

2. “BUT FOR” THE CREATION OF A BUSINESS DISTRICT, AREA WOULD NOT BE REDEVELOPED

Without the support of public resources, the redevelopment objectives for the proposed Business District would most likely not be realized. The Area-wide improvements and development assistance resources needed to upgrade existing infrastructure and support new development and redevelopment are extensive and costly. The private market, on its own, has shown little ability to absorb all such costs. The Village has limited capacity to fund capital improvements of the sort that appear necessary to remove blighting factors.

Given the overall decline in property value, limited new private investment without public assistance, inadequate street layout and existing surface deterioration, it appears unlikely that significant private investment would occur in the Area without creation of the Business District.

Finding: *The Area would not reasonably be anticipated to be developed or redeveloped without the adoption of the Business District Plan.*

3. CONTIGUITY OF PARCELS

Finding: *All parcels in the Area are contiguous and are expected to directly and substantially benefit from the Business District Plan.*

4. CONFORMANCE TO THE PLANS OF THE VILLAGE

Finding: *Based on a review of the 1999 Comprehensive Plan, the Business District Plan conforms to the Village's comprehensive plan for development of the municipality as a whole.*

Summary of Findings

SB Friedman found that the proposed Business District qualifies to be designated as a “blighted area.” The proposed Business District is blighted due to the predominance of an inadequate street layout and deterioration of site improvements, which together constitute an economic underutilization of the Area. The proposed Business District also satisfies the four separate findings and tests required for designation.

3. Business District Plan

Redevelopment Needs of the Proposed Business District

The economic potential of the proposed Business District is currently hampered by an inadequate street layout and deterioration of surface improvements. Investment in infrastructure and improvements in roadways, parking and sidewalks in the Area are necessary to increase the economic viability within and adjacent to the proposed Business District. The existing conditions of the Area suggest four major redevelopment needs for the proposed Business District:

1. Rehabilitation of existing buildings;
2. Infrastructure and capital improvements;
3. Resources for new commercial and mixed-use development; and
4. Site preparation.

This Business District Plan identifies tools for the Village to support the improvement of the proposed Business District through provision of necessary infrastructure improvements and other public and private improvements to best serve the interests of the Village, local business owners and residents.

The public and private improvements outlined in this Business District Plan will create an environment conducive to economic growth and development within the proposed Business District and Village overall.

Goal and Objectives

The overall goal of the Business District Plan is to reduce or eliminate conditions that qualify the proposed Business District as a blighted area under the Act and to provide the direction and mechanisms necessary to create a vibrant commercial and mixed-use district that will strengthen the economic base and enhance the quality of life of the Area and Village as a whole.

The following five objectives support the overall goal of area-wide revitalization of the proposed Business District:

1. Enhance the Village's tax base by encouraging investment and redevelopment within the proposed Business District;
2. Foster the construction, improvement, replacement and/or repair of public infrastructure;
3. Provide improved pedestrian and bicycle access throughout the proposed Business District;
4. Promote the improvement of façades and signage within the proposed Business District; and
5. Promote private investment within the Village.

Public and private improvements throughout the Area will increase the economic viability of businesses within and adjacent to the proposed Business District. The overall redevelopment is expected to affect each of the properties in the proposed Business District.

Powers of the Municipality

The Act grants municipalities various powers to designate, implement and maintain a business district. In addition to the powers a municipality may now have, a municipality shall have the following powers:

- To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan, as more fully set forth in 65 ILCS 5/11-74.3-3(1);
- To acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests within the business district, as more fully set forth in 65 ILCS 5/11-74.3-3(2) and 65 ILCS 5/11-74.3-3(2.5);
- To clear any area within a business district by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land;
- To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan;
- To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district;
- To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district;
- To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district;
- To pay or cause to be paid business district project costs, as more fully set forth in 65 ILCS 5/11-74.3-3(8). Such eligible project costs are defined in the following section. As per 65 ILCS 5/11-74.3-3(8.5), the Act also empowers the Village to utilize up to 1% of the revenue from a business district retailers' occupation tax and service occupation tax and/or a hotel operators' occupation tax ("porting") for business district eligible costs from another business district that is:
 - contiguous to the business district from which the revenues are received;
 - separated only by a public right of way from the business district from which the revenues are received; or
 - separated only by forest preserve property from the business district from which the revenues are received if the closest boundaries of the business districts that are separated by the forest preserve property are less than one mile apart.
- To apply for and accept grants, guarantees donations of property or labor or any other thing of value for use in connection with a business district project;
- To impose a retailers' occupation tax and a service occupation tax in the business district at a rate not to exceed 1.0% of the gross receipts from the sales made (to be imposed only in 0.25% increments) for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality; and
- To impose a hotel operators' occupation tax in the business district at a rate not to exceed 1.0% of the gross receipts from the sales made (to be imposed only in 0.25% increments) for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.

Financial Plan

ELIGIBLE COSTS

Under the Act, eligible business district project costs include all costs incurred by the municipality, other governmental entity or nongovernmental entity in the furtherance of the business district plan, and may include:

- Costs of studies, surveys, development of plans and specifications, implementation and administration of a plan, and personnel and professional service costs including architectural, engineering, legal, market, financial, planning, or other professional services, provided no charges for professional services may be based on a percentage of tax revenues received by the municipality;
- Property assembly costs, including but not limited to, acquisition of land and other real or personal property or rights or interests therein, and specifically including payments to developers or other nongovernmental persons as reimbursement for property assembly costs incurred by that developer or other nongovernmental person;
- Site preparation costs including but not limited to, clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements, and clearing and grading of land;
- Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;
- Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of any existing buildings, improvements and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by such developer or nongovernmental person;
- Costs of installation or construction within the business district of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures, and specifically including payments to developers or other nongovernmental persons as reimbursements for such costs incurred by such developer or nongovernmental person;
- Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations, payment of any interest on any obligations issued under the Act that accrues during the estimated period of construction of any redevelopment project for which obligations are issued and for not exceeding 36 months thereafter, and any reasonable reserves related to the issuance of those obligations; and
- Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law.

ANTICIPATED PROJECT COSTS

The estimated eligible costs of this Business District Plan are shown in **Table 3** below. The total Business District Project Costs ("Project Costs") shown in **Table 3** provides an upper limit on expenditures that are to be funded

using Business District revenues, exclusive of capitalized interest, issuance costs, interest, and other financing costs. Additional funding in the form of county, state and federal grants, private developer contributions, porting of funds from contiguous business districts, and other outside sources may be pursued by the Village as a means of financing improvements and facilities that are of benefit to the general community.

Table 3. Project Costs

Eligible Cost Categories [1]	Budget
Professional Services (including studies, surveys, legal, architectural, engineering, marketing, etc.)	\$800,000
Property Assembly (including acquisition, reimbursement for developer assembly costs)	\$1,700,000
Site Preparation (including clearance, demolition, clearing & grading)	\$3,500,000
Public Works Installation, Repair or Construction (within or without Business District, which are essential to the Plan, including streets, utilities and other public site improvements)	\$22,500,000
Renovation or Rehabilitation of Existing Buildings, Improvements and Fixtures (including reconstruction, relocation, repair and remodeling)	\$11,800,000
Construction or Installation of Buildings, Improvements, Fixtures, Equipment or Utilities (within the Business District)	\$9,500,000
Financing Costs (including expenses related to issuance, interest and reserves related to obligations)	\$100,000
Relocation Costs (to the extent municipality deems necessary or is required by federal or State law)	\$100,000
TOTAL PROJECT COSTS [2] [3]	\$50,000,000

[1] Costs are shown in 2021 dollars and shall be adjusted from time to time to reflect changes in the cost of living, as measured by the U. S. Department of Labor's Consumer Price Index.

[2] Increases in estimated Total Project Costs of more than 5%, after adjustment for inflation from the date this Business District Plan is approved, are subject to the amendment procedures as provided under the Act.

[3] Adjustments may be made among line items in the budget without amendment, as provided under the Act.

Each individual project cost will be reevaluated in light of Business District goals as it is considered for public financing under the provisions of the Act. The totals of line items set forth in **Table 3** are not intended to place a limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs because of changed redevelopment costs and needs. Within the total Project Costs limit, adjustments to the estimated line item costs in **Table 3** are expected and may be made by the Village without amendment to this Plan.

The Project Costs described above are intended to further the goals outlined in this Plan and will benefit the owners and tenants of commercial businesses in the proposed Business District, as well as Village residents and patrons of local businesses.

Anticipated Sources of Funds to Pay Project Costs

As required by the Act, the Village shall establish and maintain a Business District Tax Allocation Fund (the "Fund") to which Business District revenues generated through the Business District Retailers' Occupation Tax, Business District Service Occupation Tax and Business District Hotel Operators' Occupation Tax shall be deposited or credited. The Business District Taxes shall be administered as provided in the Act. Project Costs are to be reimbursed using the Fund, as described below.

BUSINESS DISTRICT RETAILERS' OCCUPATION TAX

A Business District Retailers' Occupation Tax will be imposed upon persons engaged in the business of selling tangible personal property at retail (excluding property titled or registered with an agency of the State of Illinois government) in the District at a rate of 1.0% of the gross receipts from the sales made in the course of such business. The tax may not be imposed on food for human consumption that is to be consumed off the premises from which it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purposes of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

BUSINESS DISTRICT SERVICE OCCUPATION TAX

A Business District Service Occupation Tax will be imposed upon all persons in the District engaged in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the Business District, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. This tax will be imposed at a rate of 1.0% and may not be imposed on food for human consumption that is to be consumed off the premises from which it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purposes of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

BUSINESS DISTRICT HOTEL OPERATORS' OCCUPATION TAX

A Business District Hotel Operators' Occupation Tax will be imposed upon all persons in the Business District engaged in the business of renting, leasing or letting rooms in a hotel, at a rate of 1.0% of the gross rental receipts, excluding from gross rental receipts, the proceeds of such renting, leasing or letting to permanent residents of that hotel.

OTHER SOURCES OF FUNDS

Other sources of funds that may be used to pay for development costs and associated obligations issued or incurred include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and other lawful sources of funds and revenues as the municipality and developer from time to time may deem appropriate.

The proposed Business District may be or become contiguous to, or be separated only by a public right-of-way from, one or more other business districts created by the Village in accordance with the Act (65 ILCS 5/11

74.4 4 et. seq.). The Village may utilize Business District tax revenues received from the Business District to pay eligible costs, or obligations issued to pay such costs, in such other business districts, and vice versa. The amount of revenue from the proposed Business District made available to support such business districts, when added to all amounts used to pay eligible business district project costs within the proposed Business District, shall not at any time exceed the total Project Costs described in **Table 3** of the Plan.

If necessary, the plans for other business districts that may be or already have been created under the Act may be drafted or amended, as applicable, to add appropriate and parallel language to allow for the transfer and utilization of relevant business district tax revenues between such districts.

ISSUANCE OF OBLIGATIONS

To finance Project Costs, the Village may issue bonds or obligations secured by the anticipated Business District Retailers' Occupation Tax, Business District Service Occupation Tax and Business District Hotel Operators' Occupation Tax generated within the proposed Business District, or such other bonds or obligations as the Village may deem as appropriate.

All obligations issued by the Village pursuant to this Plan and the Act shall be retired in the manner provided in the ordinance authorizing issuance of such obligations, by the receipts of taxes from the proposed Business District and by any other revenue designated or pledged by the Village. The final maturity date of any such obligations that are issued may not be later than 20 years from their respective dates of issue or the dissolution of the Business District, whichever is earlier.

In addition to paying Project Costs, Business District revenues may be used for the scheduled and/or early retirement of obligations, as provided in the ordinance issuing such obligations. As provided in the Act, following payment or reimbursement for all Project Costs, any surplus funds in the Fund will be deposited into the Village's general corporate fund.

Establishment and Term of District

Pursuant to the Act, the term of the proposed Business District shall not exceed 23 years from the date the ordinance approving this Plan and designating the District is approved. The Business District Retailers' Occupation Tax, Business District Service Occupation Tax and Business District Hotel Operators' Occupation Tax will be imposed for no longer than the term of the Business District.

Provisions for Amending Plan

This Plan may be amended pursuant to the provisions of the Act.

Appendix 1: Boundary Legal Description

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE WEST 1/2 OF SAID SECTION 30 AND THE WEST EXTENSION OF THE SOUTH LINE OF LOT 3 IN BURR RIDGE PARK UNIT 2, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE AND THE SOUTHERLY LINE OF BURR RIDGE MARKET RESUBDIVISION OF LOTS 4, 5 AND VACATED EMRO DRIVE IN BURR RIDGE PARK UNIT 2 IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHERLY LINE OF BURR RIDGE PARK UNIT 3, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE SOUTHEASTMOST CORNER OF THE ABOVE DESCRIBED BURR RIDGE PARK UNIT 3; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LINCOLNSHIRE DRIVE AS DEDICATED BY SAID BURR RIDGE PARK UNIT 3 TO THE SOUTHERLYMOST CORNER OF LOT 2 IN DEARBORN RESUBDIVISION OF LOTS 1 AND 2 IN IN BURR RIDGE PARK UNIT 2, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY LINE OF SAID DEARBORN SUBDIVISION AND THE SOUTHERLY LINE OF LOT 1 IN SAID BURR RIDGE PARK UNIT 3 TO THE SOUTHEASTMOST CORNER OF LOT 1 IN SAID BURR RIDGE PARK UNIT 3 ALSO BEING THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 30; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTHEAST CORNER OF LOT 1 IN I.R.E.A.D. PLAT OF RESUBDIVISION, BEING A RESUBDIVISION OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN I.R.E.A.D. PLAT OF RESUBDIVISION AND ITS WEST EXTENSION TO THE SOUTHEAST CORNER OF LOT 1 IN BURR RIDGE HOTEL PARTNERS PLAT OF RESUBDIVISION OF LOTS 8, 9 AND 10 IN BURR RIDGE UNIT 1, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF SAID BURR RIDGE HOTEL PARTNERS PLAT OF RESUBDIVISION TO THE SOUTHERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) AS PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID PERMANENT EASEMENT TO THE SOUTH LINE OF SAID PERMANENT EASEMENT ALSO BEING A NORTH LINE OF BURR RIDGE PARKWAY HERETOFORE DEDICATED BY BURR RIDGE PARK UNIT 1, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG SAID NORTH LINE OF BURR RIDGE PARKWAY TO THE WEST LINE OF THE WEST 1/2 OF SAID SECTION 30; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Appendix 2: List of PINs in Proposed Downtown Business District

Parcel	Parcel
18303000240000	18303040040000
18303000260000	18303050010000
18303000320000	18303050030000
18303000370000	18303050040000
18303000380000	18303050050000
18303000390000	18303000581001
18303000400000	
18303000410000	
18303000420000	
18303000440000	
18303000450000	
18303000470000	
18303000480000	
18303000500000	
18303010010000	
18303010020000	
18303020010000	
18303020020000	
18303020030000	
18303020040000	
18303030060000	
18303030090000	
18303030100000	
18303030110000	
18303030150000	
18303030160000	
18303030170000	
18303030190000	
18303030200000	
18303040030000	

Sources: Cook County; SB Friedman

Appendix 3. Limitations of Engagement

The Eligibility Study covers events and conditions that were determined to support the designation of the proposed Business District as a “blighted area” under the Act at the completion of our field research in December 2020 and not thereafter. SB Friedman’s findings do not consider events or conditions that may have occurred after completion of field research, including, without limitation, governmental actions and additional development.

This Report summarizes the analysis and findings of the consultant’s work, which, unless otherwise noted, is solely the responsibility of SB Friedman. The Village is entitled to rely on the findings and conclusions of the Report in designating the Area as a business district under the Act. SB Friedman has prepared the Report with the understanding that the Village would rely on the findings and conclusions of this Report in proceeding with the designation of the proposed Business District and the adoption and implementation of the Plan in compliance with the Act.

The Report is based on estimates, assumptions, and other information developed from research of the market, knowledge of the industry, and meetings during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the Report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved will necessarily vary from those described in our Report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the Report to reflect events or conditions which occur subsequent to the date of the Report. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in economic or market factors.

Preliminary Business District revenue projections were prepared for the purpose of estimating the approximate level of revenues that could be generated by proposed projects and other properties within the proposed Business District and from inflationary increases in sales. These projections were intended only to assist in preparing a budget for the Business District Plan.

As such, our Report and the preliminary projections prepared under this engagement are intended solely for your information, for the purpose of establishing a business district. These projections should not be relied upon for purposes of evaluating potential debt obligations or by any other person, firm or corporation, or for any other purposes. Neither the Report nor its contents, nor any reference to SB Friedman, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors, without prior written consent.

2021-22 Parkway Tree Removal Tabulation of Bids

			Smitty's Tree Service, Inc		Kramer Tree Specialists, Inc		Davey Tree Expert Company	
Description	Units	Estimated Qty	Unit Price	Bid Amt	Unit Price	Bid Amt	Unit Price	Bid Amt
Tree Removal Class A (Under 12 inches)	DBH (inches)	31	\$ 18.00	\$ 558.00	\$ 59.00	\$ 1,829.00	\$ 50.00	\$ 1,550.00
Tree Removal Class B (Over 12 inches to 18 inches)	DBH (inches)	189	\$ 36.00	\$ 6,804.00	\$ 74.00	\$ 13,986.00	\$ 60.00	\$ 11,340.00
Tree Removal Class C (Over 18 inches to 24 inches)	DBH (inches)	295	\$ 38.00	\$ 11,210.00	\$ 85.00	\$ 25,075.00	\$ 60.00	\$ 17,700.00
Tree Removal Class D (Over 24 inches to 30 inches)	DBH (inches)	25	\$ 40.00	\$ 1,000.00	\$ 91.00	\$ 2,275.00	\$ 70.00	\$ 1,750.00
Tree Removal Class E (Over 30 inches to 36 inches)	DBH (inches)	62	\$ 40.00	\$ 2,480.00	\$ 98.00	\$ 6,076.00	\$ 80.00	\$ 4,960.00
Tree Removal Class F (Over 36 inches)	DBH (inches)	46	\$ 45.00	\$ 2,070.00	\$ 110.00	\$ 5,060.00	\$ 90.00	\$ 4,140.00
Stump Removal Class A (DBH Under 12 inches)	Each	3	\$ 125.00	\$ 375.00	\$ 90.00	\$ 270.00	\$ 150.00	\$ 450.00
Stump Removal Class B (DBH Over 12 inches to 18 inches)	Each	11	\$ 250.00	\$ 2,750.00	\$ 155.00	\$ 1,705.00	\$ 200.00	\$ 2,200.00
Stump Removal Class C (DBH Over 18 inches to 24 inches)	Each	15	\$ 300.00	\$ 4,500.00	\$ 195.00	\$ 2,925.00	\$ 250.00	\$ 3,750.00
Stump Removal Class D (DBH Over 24 inches to 30 inches)	Each	2	\$ 450.00	\$ 900.00	\$ 229.00	\$ 458.00	\$ 300.00	\$ 600.00
Stump Removal Class E (DBH Over 30 inches to 36 inches)	Each	1	\$ 500.00	\$ 500.00	\$ 275.00	\$ 275.00	\$ 350.00	\$ 350.00
Stump Removal Class F (DBH Over 36 inches)	Each	1	\$ 600.00	\$ 600.00	\$ 275.00	\$ 275.00	\$ 400.00	\$ 400.00
Stump Removal to 24" Depth When Requested, Cost Added to Above Unit Prices per Each	Each	0	\$ 150.00	\$ -	\$ 212.00	\$ -	\$ 75.00	\$ -
AS-READ TOTAL BID				\$ 33,747.00		\$ 60,209.00		\$ 49,190.00
AS-CORRECTED TOTAL BID				N/A		N/A		N/A
Emergency Tree Removal Services	12 Hours		\$ 750.00	\$ 9,000.00	\$ 933.00	\$ 11,196.00	\$ 375.00	\$ 4,500.00

**SURVEILLANCE CAMERAS
(Burr Ridge Club Subdivision)**

THIS AGREEMENT is made and entered into by and between the Village of Burr Ridge (hereinafter "VILLAGE"), an Illinois municipal corporation, and the Burr Ridge Club Homeowners' Association (hereinafter "ASSOCIATION"), by and through their respective duly authorized agents and/or representatives, relative to the public streets and open, visible property area comprising the entrance area to the Burr Ridge Club Subdivision in the VILLAGE (hereinafter "AGREEMENT").

WITNESSETH:

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution, and applicable law, authorizes a municipality to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited; and

WHEREAS, the VILLAGE has received a written request for such an agreement from the ASSOCIATION, which represents a subdivision of single-family homes located in Burr Ridge, Illinois at the intersection of County Line Road and Burr Ridge Club Drive commonly referred to as Burr Ridge Club Subdivision; and

WHEREAS, the Mayor and the Board of Trustees of the VILLAGE find it is in the best interests of the community, and in furtherance of the health, safety, and welfare of the residents of the ASSOCIATION, to cooperate with the ASSOCIATION in the installation and use of surveillance cameras at the entrance to the Subdivision; and

WHEREAS, the ASSOCIATION seeks to cooperate with the VILLAGE and wants to allow the VILLAGE and its Police Department to install and have access to the data from video surveillance cameras for security and investigative purposes.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the parties' mutual understandings, promises, covenants, and agreements as set forth below, the parties hereby agree and covenant as follows:

1. *Purpose.* This Agreement is intended to provide for the installation, maintenance and operation of surveillance cameras at the entrance of the Burr Ridge Club Subdivision of Burr Ridge ("SUBDIVISION"). The ASSOCIATION has asked the VILLAGE to use surveillance cameras at the entrance to the SUBDIVISION at Burr Ridge Club Drive and County Line Road to enhance security for the area. The ASSOCIATION hereby agrees to the installation and use of such surveillance cameras, and agrees to allow the Police Department of the VILLAGE access to any and all information from the camera feeds. It is expressly understood that the Police Department will not provide any live surveillance,

but will passively monitor the camera data, with the intention of utilizing the data when needed or relevant to an investigation.

2. *Work To Be Performed.* The Village agrees to extend its wireless network to Burr Ridge Club Drive and County Line Road. The Village will connect the ASSOCIATION-purchased camera system to the VILLAGE surveillance system. The camera feeds/data will be recorded and stored on VILLAGE servers.
3. The ASSOCIATION will purchase the equipment and services outlined in the Video Surveillance System Proposal as provided hereinafter below. The cameras and equipment used will be Bosch, generally described on Exhibit A-2 ("Equipment"). It has been represented to the parties by Bosch that this equipment carries a 3 year warranty and has an average life span of 10 years. If the equipment becomes non-functional (meaning it becomes inoperable, it is vandalized, or it is damaged through an act of God, or the ASSOCIATION desires upgrades or replacement of the equipment, it shall be at the sole expense of the ASSOCIATION.
4. *Costs.* The ASSOCIATION will arrange for the installation of the cameras at the entrances to the SUBDIVISION at Burr Ridge Club Drive and County Line Road. The VILLAGE shall pay 100% of the costs of constructing any data infrastructure required for optimal camera operation and information collection.
5. *Administration.* There will be no live monitoring or surveillance by the VILLAGE using these cameras. The ASSOCIATION agrees that the VILLAGE will have unlimited access to the camera images and data, as may be determined necessary by the VILLAGE, in the VILLAGE's sole discretion.
6. *Compliance With Laws.* The cameras and information from these cameras shall be operated and used at all times in compliance with all applicable laws and regulations. These cameras are not intended for use for any individual, private or commercial purpose, nor are they intended to be used for any purpose which would constitute an invasion of any protected personal privacy interest nor to interfere with any person's reasonable expectation of personal privacy. The cameras shall be used in such a manner as to minimize or eliminate the capturing of any images or information inside any residence or private areas in the SUBDIVISION. Under no circumstances shall the information from the cameras be used in violation of any law or right of any person or persons.
7. *Record-keeping.* The VILLAGE agrees to maintain the camera feeds/data on its server(s) for a period of 30 days or as may otherwise be required by law. The parties understand and agree that if such information and data is maintained by the VILLAGE, it may be

subject to public release, if required by law. The VILLAGE shall have the discretion to determine if such information, records or data are required to be released under any applicable law. Information and communication regarding this Agreement and its implementation shall be between the President of the ASSOCIATION or his/her designated representative in cooperation with the VILLAGE Police Chief or his/her designated representative.

8. *Liability.* The VILLAGE, its Police Department or any of its staff or consultants shall have the right, but no legal duty, to monitor, analyze or otherwise review the camera feeds/data from these surveillance cameras, as needed in furtherance of the work of the Police Department. The VILLAGE agrees to ensure the cameras are kept in good working order at all times but shall assume no liability or responsibility for any improper or negligent installation.
9. *Waiver and Release of Claims.* The ASSOCIATION agrees to waive and relinquish, and hereby waives and relinquishes, all claims that the ASSOCIATION may have, or which may arise, against, involving or related to the VILLAGE stemming from, involving or related to this AGREEMENT and the video surveillance hereunder. The ASSOCIATION fully releases and discharges the VILLAGE from any and all claims for injuries, damages or violations of any rights of any kind, which the ASSOCIATION or any person or homeowner may have or which may accrue in the future, stemming from, involving or related to this AGREEMENT and the video surveillance hereunder. Notwithstanding the foregoing, said waiver and release of claims shall not apply in the event the VILLAGE is finally adjudged to have acted in a negligent manner and/or engaged in willful misconduct or if said action was outside the scope of its authority, or contrary to the terms of this Agreement.
10. *Term.* This AGREEMENT shall be for a term of ten (10) years. Either party may elect to terminate this AGREEMENT, at any time, with or without cause, by providing thirty (30) days' written notice to the other provided however, that the responsibility for costs and reimbursement as set forth in paragraph 4 hereof shall remain that of the ASSOCIATION.
11. *Notice.* Whenever notice is required to be sent to the VILLAGE, it shall be addressed as follows:

Village Clerk
Village of Burr Ridge
7660 S. County Line Rd.
Burr Ridge, IL 60527

with a copy to:

Police Chief
Burr Ridge Police Department
7700 S. County Line Rd.

Burr Ridge, IL 60527

and whenever notice is required to be sent to the ASSOCIATION, it shall be addressed as follows:

Burr Ridge Club
Attn: General Manager
Burr Ridge Club
Burr Ridge, IL 60527

The ASSOCIATION shall be responsible for advising the VILLAGE in writing of any change in the above contact information. All notices shall be sent by personal delivery or certified mail, return receipt requested, and shall be deemed given as of the date of the personal delivery or, if given by certified mail, three (3) days from the date of mailing.

12. *Authority to Execute.* The ASSOCIATION hereby warrants and covenants that it has the full power and authority to enter into this AGREEMENT with the VILLAGE and with the execution of this AGREEMENT will provide the VILLAGE with satisfactory proof of the current legal status of the ASSOCIATION, as well as the authority of the undersigned to act on behalf of the ASSOCIATION and make the commitments set forth herein, including a written copy of a motion or resolution adopted by its Board of Directors regarding such authority. Any changes in the status of the ASSOCIATION, its authority or its legal structure shall be reported immediately to the VILLAGE.
13. *Entire Understanding.* This Agreement constitutes the entire understanding between the VILLAGE and the ASSOCIATION with respect to the subject matter contained herein and supersedes any and all prior understandings and/or agreements between the parties, whether written, oral, or otherwise. Any and all representations, agreements, promises, and/or understandings not expressly set forth herein are hereby null, void, and of no legal effect.
14. *Amendments.* This Agreement may be modified or amended only by the mutual written consent of the parties. Any modification or amendment of this Agreement must be in writing, signed by the parties, and duly executed. Any attempt to modify or amend this Agreement that fails to conform to the aforementioned requirements shall be null, void, and of no legal effect.
15. *Counterparts.* This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original. This Agreement shall be effective on the last date executed by the parties below.
16. *Severability.* The terms, conditions, and provisions of this Agreement shall be severable, and if any terms, condition, or provision is found to be unenforceable for any reason

whatsoever, the remaining terms, conditions, and provisions shall remain in full force and effect.

17. *Illinois Law*. This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by its Board of Trustees, has caused this Agreement to be executed by its Mayor and attested by its Clerk, and the ASSOCIATION, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Directors, has caused this instrument to be signed by its President and attested by its Secretary.

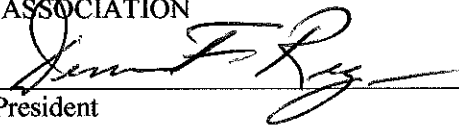
VILLAGE OF BURR RIDGE

By: _____
Village Mayor

ATTEST:

By: _____
Village Clerk

BURR RIDGE CLUB HOMEOWNERS'
ASSOCIATION

By:  _____
President

ATTEST:  _____
By: _____
Treasurer

EXHIBIT A-1
[Location of cameras]



EXHIBIT A-2

[Equipment]



GATE ENTRANCE









SCOPE

Orbis to complete the following:

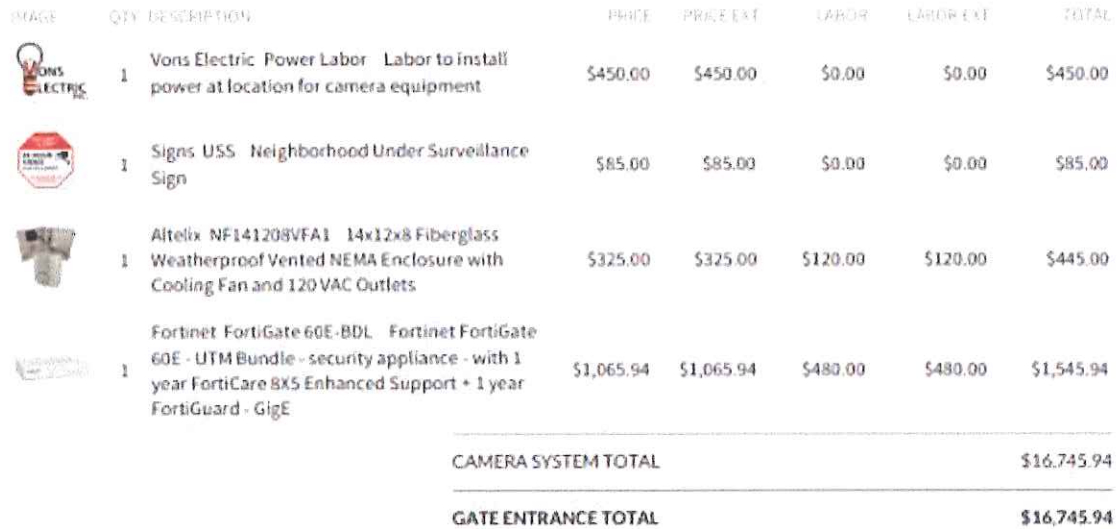
- Install and configure two license plate recognition cameras and two overview cameras at the gate to get inbound and outbound traffic.
- Install and configure recording device to record cameras.
- Install and configure necessary networking equipment to provide connectivity to the police department and Elm street entrance camera.
- Provide connectivity to the police department to the recorder.

**Assumes power is available at gate and install locations to use

CAMERA SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	2	Bosch NIN-73023-A3AS Flexidome Starlight 7000 Vr 1080p Vandal-Resistant Camera	\$1,345.00	\$2,690.00	\$480.00	\$960.00	\$3,650.00
	2	Bosch Security Systems NDE-5502-AL FIXED DOME 2MP 3-10MM AUTO IP66	\$995.00	\$1,990.00	\$480.00	\$960.00	\$2,950.00
	1	Bosch DIP-5244IG-4HD DIVAR IP ALL-IN-ONE 5000 4X4TB	\$4,200.00	\$4,200.00	\$1,440.00	\$1,440.00	\$5,640.00
	4	Bosch VG4-A-PA0 Bosch VG4-A-PA0 Pendant Arm Mount	\$120.00	\$480.00	\$0.00	\$0.00	\$480.00
	1	Ubiquiti Networks ES-8-150W EdgeSwitch, 8-Port, 150W	\$200.00	\$200.00	\$180.00	\$180.00	\$380.00
	1	Sealfab SF-TS8MNT Wall Mount for Ubiquiti Toughswitch TS-8 PRO ES-8XP	\$20.00	\$20.00	\$0.00	\$0.00	\$20.00
	4	Samsung MB-ME512GA/AM 512GB 100MB/s (U3) MicroSDXC Evo Select Memory Card with Adapter	\$95.00	\$380.00	\$60.00	\$240.00	\$620.00
	4	Orbis CAT5-DB Direct Burial outdoor CAT5, installed from camera to head end.	\$120.00	\$480.00	\$0.00	\$0.00	\$480.00

[Equipment]



[Equipment]



ELM STREET ENTRANCE

CAMERA SYSTEM

[illegible]

[Equipment]



GATE CONTROL

SCOPE

CAP2D

- Cloud-Based Credentialed Access Control.
- myQ® Business™ Smart Access Control Software.
- Each Device Controls Up To 2 Gates/Doors.
- Easily Expandable When Networked Through myQ Business.

LMSC1000

- All LiftMaster Proprietary RFID tags work exclusively with our RFID Reader.
- Reads RFID tags 20 - 30' away, reducing vehicle congestion.
- Thoroughly tested to ensure RFID system works seamlessly with CAPXL, CAP2D and myQ® Business™ Community, to control your LiftMaster Gate Operators.
- Dual-Purpose Vehicle RFID Tags (LMUNTG / SPLMUNTG) and Rearview Mirror RFID Hangtags (LMHNTG / SPLMHNTG) are available.

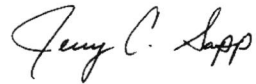
GATE SYSTEM

[illegible]

8G

Dear Mayor and Board of Trustees of the Village of Burr Ridge,

I, Jerry Sapp, hereby submit my notice of retirement as Village Finance Director, to be effective at the close of business on August 19, 2021.



Jerry Sapp

06/24/21

Dated

Exhibit A

VILLAGE OF BURR RIDGE

8H

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 8/9/2021

PAYMENT DATE: 8/10/2021

FISCAL 21-22

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	\$ 168,042.11	\$ 168,042.11
23	Hotel/Motel Tax Fund	10,390.00	10,390.00
32	Sidewalk/Pathway Fund	1,394.00	1,394.00
33	Equipment Replacement Fund	2,226.09	2,226.09
41	Debt Service Fund	830.00	830.00
51	Water Fund	58,032.56	58,032.56
52	Sewer Fund	37.06	37.06
61	Information Technology	17,464.06	17,464.06
	TOTAL ALL FUNDS	<u>\$ 258,415.88</u>	<u>\$ 258,415.88</u>

PAYROLL

PAY PERIOD ENDING July 24, 2021

	TOTAL
	PAYROLL
Administration	\$ 12,045.43
Finance	5,020.25
Police	106,728.03
Public Works	22,193.05
Water	18,235.00
Sewer	7,928.90
TOTAL	<u>\$ 172,150.66</u>
GRAND TOTAL	<u><u>\$ 430,566.54</u></u>

08/03/2021 12:48 PM
User: asullivan
DB: Burr Ridge

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
EXP CHECK RUN DATES 08/09/2021 - 08/09/2021
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 1/5

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 0000 Assets, Liabilities, Fund Bal					
10-0000-22-2240	Refund for Business License	MVE-IT Logistics	07/27/21	07/27/21	100.00
Total For Dept 0000 Assets, Liabilities, Fund Ba.					100.00
Dept 1010 Boards & Commissions					
10-1010-40-4040	Chicago Tribune 4 weeks	Chicago Tribune	07/06/21	07/06/21	27.72
10-1010-40-4040	Dues & Subscriptions	Municipal Clerks of DuPage	07/19/21	07/19/21	40.00
10-1010-40-4042	Dinner w/ Trustee Schiappa	Coopers Hawk Burr Ridge, I	07/19/21	2763	51.95
10-1010-50-5010	Legal Services Jun21	Storino, Ramello, & Durkir	07/20/21	07/20/21	15,932.48
10-1010-50-5015	Prosecution Services Jun21	Storino, Ramello, & Durkir	07/20/21	07/20/21	1,687.02
10-1010-80-8010	Reimburse for Henderson Retirement	Julie Tejkowski	07/22/21	07/22/21	84.20
10-1010-80-8010	Lukas Retirement Party	Potbelly Sandwich Shop	06/23/21	177899	295.84
10-1010-80-8010	VH Appreciation Lunch	Spring Forest Deli	06/25/21	06/25/21	78.89
10-1010-80-8020	Subdivision Plat & Agreement	DuPage County Recorder	08/02/21	40326864	148.50
10-1010-80-8025	Polygraph Testing Services	Kevin W. Shaughnessy	07/17/21	07/17/21	2,300.00
Total For Dept 1010 Boards & Commissions					20,646.60
Dept 2010 Administration					
10-2010-40-4042	DuPage Mayor & Managers Golf Out	DuPage Mayors & Managers C	07/19/21	07/19/21	170.00
10-2010-40-4042	Storm 21 Lunch	Jimmy Johns	06/21/21	2120138431	15.96
10-2010-40-4042	Lunch meeting w/Liam Sullivan	Patti's Sunrise Cafe	06/30/21	317178	34.00
10-2010-40-4042	Chamber Golf Outing	Willowbrook/Burr Ridge	07/19/21	1121105863	118.75
10-2010-50-5075	Plan Review Permit 21-262	B&F Construction Code Serv	07/21/21	56812	2,238.75
10-2010-60-6000	Certificate Paper	Baudville, Inc.	06/14/21	3799859	39.94
Total For Dept 2010 Administration					2,617.40
Dept 4010 Finance					
10-4010-50-5020	Consulting WE 07/18 & 07/25	GovTemps USA, LLC	07/29/21	3778932	5,110.35
10-4010-50-5060	Auditing Services FY21	Lauterbach & Amen, LLP	07/19/21	57149	13,600.00
Total For Dept 4010 Finance					18,710.35
Dept 4020 Central Services					
10-4020-50-5050	Copier Maintenance	Image Systems & Business S	07/19/21	340071	596.60
10-4020-60-6010	Kitchen Coffee Supplies PD	Commercial Coffee Service,	07/15/21	161052	200.20
Total For Dept 4020 Central Services					796.80
Dept 5010 Police					
10-5010-40-4032	Uniform Allowance Joseph Mondala	JG Uniforms, Inc.	07/29/21	87222	815.00
10-5010-40-4032	SWAT Equipment	Olightstore USA, Inc.	07/09/21	24C16393GD468641G	134.01
10-5010-40-4042	SLEA Police Academy Dumitru	College of DuPage	12/23/20	12654	3,735.60
10-5010-40-4042	FBINAA Conference	Rosen Shingle Creek Hotel	07/27/21	R69867SC093188	648.00
10-5010-40-4042	FBINAA Conference	Rosen Shingle Creek Hotel	07/27/21	R69867SC093112-1	810.00
10-5010-40-4042	Training & Travel Expenses	Uber Technologies, Inc	07/12/21	07/12/21	65.94
10-5010-50-5020	Annual Municipal Contribution	DuPage County Children's C	07/20/21	BR022	3,000.00
10-5010-50-5025	Police Postage	Stamps.com	07/15/21	07/15/21	117.99
10-5010-50-5040	Carbonless Forms	Carbonlessondemand.com	07/07/21	21315	110.47
10-5010-50-5045	Facility & Operating Leasing Aug	DU-COMM	07/08/21	17689	3,832.22
10-5010-50-5045	Quarterly Shares Aug-Oct 2021	DU-COMM	07/08/21	17645	80,616.75
10-5010-50-5050	Rear Mount Kickstand	Trek Bicycle Store	07/19/21	52032984	21.24
10-5010-60-6010	Prisoner Meals	Wex Bank	07/23/21	72955380	16.67
10-5010-60-6020	Gasoline	Wex Bank	07/23/21	72955380	76.22
10-5010-70-7000	XSM1-BRW-US Xstream, Sngl, Sync	Federal Signal Corporation	06/04/21	7768261	438.00
Total For Dept 5010 Police					94,438.11

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	07/27/21	5018	61.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	07/20/21	4866	75.18
10-6010-40-4040	Membership Dues	American Public Works Assr	05/03/21	05/03/21	360.00
10-6010-40-4041	Physical Exam New Employee	Premier Occupational Health	07/04/21	102079	105.00
10-6010-40-4042	2021 APWA PWX Conference	American Public Works Assr	07/08/21	131275	829.00
10-6010-40-4042	2021 APWA PWX Chicago Meeting	APWA Chicago Metro Chapter	07/12/21	104796	75.00
10-6010-40-4042	Storm21 Expense	Firehouse Subs	07/02/21	07/02/21	115.34
10-6010-40-4042	Storm21 Expense	Firehouse Subs	07/14/21	20002	70.32
10-6010-40-4042	Hosting PW Mutual Aid Agencies (	Giordano's	06/25/21	3933125	186.79
10-6010-40-4042	Storm21 Expense	Jimmy Johns	06/21/21	06/21/21	397.99
10-6010-40-4042	Storm21 Expense	Jimmy Johns	07/06/21	07/06/21	201.99
10-6010-40-4042	Meals Hosting PW Mutual Aid Agen	Potbelly Sandwich Shop	06/23/21	177882	385.21
10-6010-40-4042	Hosting PW Mutual Aid Agencies (	Potbelly Sandwich Shop	07/07/21	07/07/21	121.64
10-6010-40-4042	Hosting PW Mutual Aid Agencies (	Potbelly Sandwich Shop	06/22/21	383	188.56
10-6010-40-4042	Hosting PW Mutual Aid Agencies (	Potbelly Sandwich Shop	06/24/21	230002	213.91
10-6010-40-4042	APWA Chicago Event R& B Producti	R&B Productions, Inc.	07/16/21	2s5p24z4	60.00
10-6010-40-4042	Aerial Training Breakey	Runnion Equipment Co.	07/16/21	156354	295.00
10-6010-40-4042	Aerial Training Wolfram/Hovorka/	Runnion Equipment Co.	07/16/21	156354	885.00
10-6010-40-4042	Storm21 Expense	Walgreen's	06/22/21	6743	25.90
10-6010-40-4042	Storm21 Expense	Walgreen's	06/23/21	7058	12.95
10-6010-40-4042	Storm21 Expense	Walgreen's	06/21/21	6415	12.95
10-6010-50-5051	Towing Charges PW	Bristol Transport & Towing	02/16/21	225543	671.65
10-6010-50-5051	Maintenance Vehicles PW	Burr Ridge Car Care, Inc.	07/21/21	56829	277.77
10-6010-50-5051	Unit 81; DEF Electrical Repair	JX Truck Center - Bolingbr	07/27/21	2234819S	567.67
10-6010-50-5052	Roof Leak Repair at Village Hall	All American Exterior Solu	07/20/21	38025	397.50
10-6010-50-5053	Emergency Tree Debris Removal (S	Kramer Tree Specialists, 106	06/30/21	102564	11,281.00
10-6010-50-5053	Street Sweeping Cycle	Lakeshore Recycling System	07/15/21	PS386430	4,581.63
10-6010-50-5054	Street light repairs various loc	Rag's Electric, Inc.	07/22/21	22974	1,003.40
10-6010-50-5055	Maintenance Traffic Signals	Cook County Treasurer	07/03/21	2021-2	1,253.25
10-6010-50-5055	Maintenance - Traffic Signals	Meade Electric Company, Ir	07/31/21	696965	175.00
10-6010-50-5055	Surety Bond Cook County	Tri-Tech Electric, Inc.	07/08/21	LSM0573592	200.00
10-6010-50-5058	Mat rentals - PD	Breens Inc.	07/27/21	5019	26.50
10-6010-50-5058	Mat rentals - VH & PW	Breens Inc.	07/20/21	4867	26.50
10-6010-50-5058	Janitorial Services VH	City Wide of Illinois	08/01/21	32034002432	800.00
10-6010-50-5058	Janitorial Services PW	City Wide of Illinois	08/01/21	32034002433	321.00
10-6010-50-5058	Janitorial Services PD	City Wide of Illinois	08/01/21	32034002431	1,190.00
10-6010-50-5080	Sewer PD 02/25 to 04/29/21	DuPage County Public Works	07/14/21	30506969-01 Jul21	68.99
10-6010-50-5080	Sewer VH 02/25 to 04/29/21	DuPage County Public Works	07/14/21	30506556-01 Jul21	40.43
10-6010-50-5080	Police Department	NICOR Gas	07/16/21	66-46-8914693 Jul21	212.07
10-6010-50-5080	VH Garage	NICOR Gas	07/16/21	57-96-1400009 Jul21	41.20
10-6010-50-5080	Rustic Acres	NICOR Gas	07/16/21	81-11-07-32419 Jul21	41.20
10-6010-50-5080	Village Hall	NICOR Gas	07/16/21	47-02-57-00007 Jul21	137.31
10-6010-50-5080	Public Works	NICOR Gas	07/12/21	22-94-44-00005 Jul21	137.20
10-6010-50-5080	Pump Center	NICOR Gas	07/12/21	47-91-5700000 Jul21	45.79
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	07/27/21	5018	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	07/20/21	4866	4.50
10-6010-50-5095	VH Facility Space Needs Assessme	Legat Architects, Inc.	07/07/21	55051	2,400.00
10-6010-60-6010	Supplies Lighting	Industrial Electric Supply	07/20/21	S1000004946.001	114.40
10-6010-60-6010	Operating Supplies	L. A. Fasteners, Inc.	07/20/21	1-257109	6.20
10-6010-60-6010	Operating Supplies	L. A. Fasteners, Inc.	07/22/21	1-257277	27.28
Total For Dept 6010 Public Works					30,732.85

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE
EXP CHECK RUN DATES 08/09/2021 - 08/09/2021
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 3/5

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Total For Fund 10 General Fund					168,042.11
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8012	Concert on the Green 08/12/21	Brooklyn Charmers, LLC	08/12/21	08/12/21	1,500.00
23-7030-80-8012	Concert on the Green 08/19/21	Reid Spears	05/21/21	08/19/21	1,500.00
23-7030-80-8012	Concert on the Green 08/26/21	Snowgirl Productions, LLC	06/29/21	08/26/21	3,000.00
23-7030-80-8012	Concert Series System Engineer A	UAP Enterprises LLC	08/02/21	1304	2,000.00
23-7030-80-8055	Outdoor Dining Grant	Capri Express	06/04/21	07/28/21	2,000.00
23-7030-80-8055	WBBR Directory Full Page Color	Rock Valley Publishing, LI	07/03/21	397280	390.00
Total For Dept 7030 Special Revenue Hotel/Motel					10,390.00
Total For Fund 23 Hotel/Motel Tax Fund					10,390.00
Fund 32 Sidewalks/Pathway Fund					
Dept 8020 Sidewalks/Pathway					
32-8020-70-7052	Engineering for CLR Sidewalk Imp	Burns & McDonnell	07/26/21	117628-12	1,394.00
Total For Dept 8020 Sidewalks/Pathway					1,394.00
Total For Fund 32 Sidewalks/Pathway Fund					1,394.00
Fund 33 Equipment Replacement Fund					
Dept 8030 Equipment Replacement					
33-8030-70-7021	Lease Principal	Enterprise FM Trust	07/03/21	FBn4244127	1,383.98
33-8030-70-7021	Lease Principal May21	Enterprise FM Trust	07/20/21	FBN4251179	362.55
33-8030-70-7022	Lease Interest	Enterprise FM Trust	07/03/21	FBn4244127	278.98
33-8030-70-7022	Lease Interest May21	Enterprise FM Trust	07/20/21	FBN4251179	83.80
33-8030-70-7023	Lease Maintenance	Enterprise FM Trust	07/03/21	FBn4244127	83.01
33-8030-70-7023	Lease Maintenance May21	Enterprise FM Trust	07/20/21	FBN4251179	33.77
Total For Dept 8030 Equipment Replacement					2,226.09
Total For Fund 33 Equipment Replacement Fund					2,226.09
Fund 41 Debt Service Fund					
Dept 4030 Debt Service					
41-4030-80-8040	Continuing Disclosure - 2020	Speer Financial, Inc.	08/01/21	d11/20-7	830.00
Total For Dept 4030 Debt Service					830.00
Total For Fund 41 Debt Service Fund					830.00
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	07/27/21	5018	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	07/20/21	4866	71.34
51-6030-40-4042	Aerial Training Dewall, Mezatis	Runnion Equipment Co.	07/16/21	156354	590.00
51-6030-50-5020	Leak location services: 91st Str	M.E. Simpson Co. Inc.	06/30/21	37014	395.00
51-6030-50-5030	Pump Center Alarm	AT&T	07/22/21	630325420907 Jul21	295.36
51-6030-50-5067	Bedford Park Valve Under Willow	Unique Plumbing Company, I	06/14/21	20210633	3,440.00
51-6030-50-5067	36" Water Transm. Main Valve Ass	Unique Plumbing Company, I	06/14/21	20210632	12,310.00
51-6030-50-5070	Water System Operations & Sustai	Crawford, Murphy & Tilly,	07/13/21	0215737	8,385.00
51-6030-50-5070	North & South Water Tower Rehabi	Crawford, Murphy & Tilly,	07/13/21	0215738	9,844.04
51-6030-50-5080	Well #4	COMED	07/16/21	0029127044 Jul21	302.26
51-6030-50-5080	Pump Center	Dynegy Energy Services, LI	07/09/21	310428721071 Jul21	13,035.80
51-6030-60-6010	Spray Paint for JULIE Markings	Grainger, Inc.	07/21/21	9970612959	289.08
51-6030-60-6040	Batteries for Water Div.Equip.	Westown Auto Supply Co. Ir	05/07/21	89855B	233.60

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EXP CHECK RUN DATES 08/09/2021 - 08/09/2021
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 4/5

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-70-7021	Lease Principal	Enterprise FM Trust	07/03/21	FBn4244127	8,377.31
51-6030-70-7022	Lease Interest	Enterprise FM Trust	07/03/21	FBn4244127	305.17
51-6030-70-7023	Lease Maintenance	Enterprise FM Trust	07/03/21	FBn4244127	86.46
Total For Dept 6030 Water Operations					58,032.56
Total For Fund 51 Water Fund					58,032.56
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	07/27/21	5018	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	07/20/21	4866	12.43
Total For Dept 6040 Sewer Operations					37.06
Total For Fund 52 Sewer Fund					37.06
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	Board Meeting 07/26/21	Garron, Fernando	08/02/21	08/02/21	325.00
61-4040-50-5020	IT Support	Orbis Solutions	07/23/21	5571770	675.00
61-4040-50-5020	IT Support	Orbis Solutions	07/29/21	5571793	1,450.00
61-4040-50-5020	Website Design Project	Revize, LLC	07/29/21	12114	11,920.00
61-4040-50-5061	Business License Annual Support	BS&A Software	08/01/21	135849	2,049.00
61-4040-50-5061	Email Contact Management	Constant Contact	08/03/21	381080724	47.81
61-4040-50-5061	Video Conferencing Jul21	Zoom Video Communications	07/02/21	54264956	14.99
61-4040-60-6010	IT Operating Supplies	Amazon.com Credit	07/07/21	111-9679838-6988212	42.75
61-4040-60-6010	Rugged Cases for Cell Phones	Amazon.com Credit	06/22/21	114-0350580-5964225	939.51
Total For Dept 4040 Information Technology					17,464.06
Total For Fund 61 Information Technology Fund					17,464.06

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
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		Fund Totals:			
		Fund 10 General Fund			168,042.11
		Fund 23 Hotel/Motel Tax Fund			10,390.00
		Fund 32 Sidewalks/Pathway Fund			1,394.00
		Fund 33 Equipment Replacement Fu			2,226.09
		Fund 41 Debt Service Fund			830.00
		Fund 51 Water Fund			58,032.56
		Fund 52 Sewer Fund			37.06
		Fund 61 Information Technology F			17,464.06
		Total For All Funds:			<hr/> 258,415.88