



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

**AGENDA**

**Monday, March 14, 2022 - 5:30 P.M.**

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PRESENTATIONS AND PUBLIC HEARINGS**
- 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 February 14, 2022
- B. \* Receive and File Water Committee Meeting of February 2, 2022
- C. \* Receive and File Economic Development Committee Meeting of February 9, 2022
- D. \* Receive and File Plan Commission Workshop of March 7, 2022

**6. ORDINANCES**

- A. \* Approval of an Ordinance Granting a Special Use for Automobile and Truck and Equipment Sales, Rental, and Service in the G-I General Industrial District (Z-03-2022: 15W776 North Frontage Road – Criscione)
- B. \* Approval of an Ordinance Granting a Permanent Special Use for Outdoor, Overnight Storage of Retail Vehicles Ancillary to a Permitted or Special Use in the G-I General Industrial District (Z-03-2022: 15W776 North Frontage Road – Criscione)

**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.

## **7. RESOLUTIONS**

- A. \* Adoption of a Resolution to Endorse the DuPage Mayors and Managers Conference 2022 Legislative Action Program
- B. \* Adoption of a Resolution Approving the Annual Publication of the Village of Burr Ridge Zoning Map

## **8. CONSIDERATIONS**

- A. Consideration to Direct the Plan Commission to Hold a Public Hearing to Rezone Certain Property in the Downtown Subarea from L-I Light Industrial to either B-2 Business or O-2 Office
- B. Consideration of Draft Proposed Fiscal Year 2023 Budget
- C. \* Ratification of a Contract to John Neri Construction of Addison, IL in the Amount of \$22,500 for Transmission Main Valve Repair
- D. \* Approval of Recommendation to Award a Contract to Morbark, LLC, of Winn, Michigan, in the Amount of \$97,591.57 for a Replacement Brush Chipper, and to Atlas Bobcat, of Mokena, Illinois, in the Amount of \$44,772 for a New Stump Grinder and Accompanying FY2022 Capital Improvements Fund Revenue and Expenditure Budget Adjustments in Equal Amounts of \$142,364
- E. \* Receive and File Retirement Letter of Executive Assistant Julie Tejkowski
- F. \* Approval to Hire an Executive Assistant to Fill the Vacancy Created by the Retirement of Executive Assistant Julie Tejkowski
- G. \* Approval of Appointment of Community Development Director Janine Farrell as the Village Building Commissioner
- H. \* Approval of Vendor List Dated February 28, 2022, in the Amount of \$370,963.65 for all Funds, plus \$194,384.30 for Payroll for the Period Ending February 5, 2022, for a Grand Total of \$565,347.95, Which Includes No Special Expenditures
- I. \* Approval of Vendor List Dated March 14, 2022, in the Amount of \$297,519.41 for all Funds, plus \$187,814.65 for Payroll for the Period Ending February 19, 2022, for a Grand Total of \$485,334.06, Which Includes Special Expenditures of \$132,633.20 to Enterprise FM Trust for the Leasing of Village Vehicles

## **9. PUBLIC COMMENTS**

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

## **11. CLOSED SESSION**

- A. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees (5 ILCS 120/2(c)(2))

**12. RECONVENED MEETING**

- A.** Consideration of an Employment Contract Between the Village and International Union of Operating Engineers Local 150
- B.** Consideration of an Employment Contract Between the Village and Metropolitan Alliance of Police Burr Ridge Command #13

**13. ADJOURNMENT – NEXT MEETING MARCH 28, 2022 @ 7:00PM**

## **March 14, 2022 Board Meeting – Staff Summary**

### **6A. Special Use for Truck Sales in the G-I General Industrial District**

Please find attached an ordinance approving a special use for automobile and truck and equipment sales, rental, and service at 15W776 North Frontage Road. The Board directed staff to prepare the ordinance with modified conditions at its February 14 meeting.

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

### **6B. Special Use for Overnight, Outdoor Parking and Storage**

Please find attached an ordinance approving a permanent special use for outdoor, overnight storage of retail vehicles ancillary to a permitted or special use at 15W776 North Frontage Road. The Board directed staff to prepare the ordinance with modified conditions at its February 14 meeting.

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

### **7A. Endorse DMMC 2022 Legislative Action Program**

Please find attached a Resolution endorsing the 2022 Legislative Action Program produced by the DuPage Mayor's and Manager's Conference (DMMC). A revised LAP is created annually by the DMMC Legislative Committee of which Mayor Grasso and Village Administrator Walter are members. The LAP is intended to represent and communicate the legislative goals of all DuPage municipalities, including Burr Ridge, to our State and Federal elected officials.

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

### **7B. Annual Publication of the Village Zoning Map**

Please find attached a Resolution approving the annual update of the zoning map. The Village is required by law to adopt an updated zoning map once a year.

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

### **8A. Rezone Property in Downtown Subarea**

Ordinance 1206 (passed 11/22/2021) approved a development moratorium in the Downtown Business Development District until May 1, 2022. The moratorium prevented new development under existing land use and zoning provisions within the area, allowing the Village time to evaluate amending the Comprehensive Plan, study downtown master plans, assess current Zoning Ordinance regulations, and review the Economic Development Plan's goals and directives after the Downtown Business District was approved in September 2021.



Within the Downtown Business District, properties are variously zoned L-I Light Industrial, O-2 Office, B-1 Business, B-2 Business, and R-5 Residential, including several Planned Unit Developments (PUD). The industrially zoned properties consist of 800 Burr Ridge Parkway (the “TCF Bank” site), 745 McClintock Drive, and 835 McClintock Drive. Preliminary research shows that the properties were zoned industrial at the time of annexation in 1982. The industrial zoning district was the only available zoning classification which allowed for the office development approved under the terms of the annexation agreement. The properties on McClintock Drive and Burr Ridge Parkway have been developed with office buildings, a permitted use in the L-I zoning district. However, should redevelopment of the sites occur, uses such as manufacturing and warehousing would also be permitted without any recourse. These types of industrial uses have the potential to negatively impact the residents and businesses within or adjacent to the downtown area.

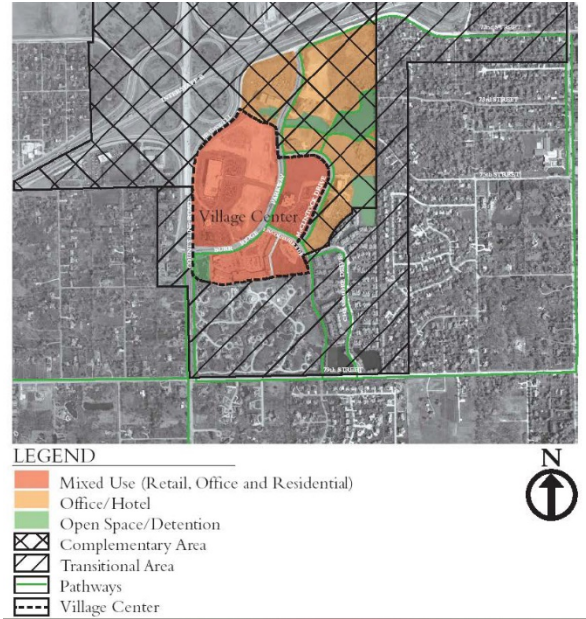
Adopted in 2005, the Comprehensive Plan’s Downtown/Burr Ridge Park Subarea Land Use Plan designates the 800 Burr Ridge Parkway property (highlighted in green in the zoning map below) as “Mixed-use (Retail, Office, and Residential).” With the TCF Bank site for sale, it is likely that redevelopment of the site will occur in the near future. Since the property is adjacent to the Village Center (zoned B-2 Business under a PUD) and a “Mixed-use” land use designation is recommended by the Comprehensive Plan, the B-2 Business zoning district would permit commercial retail uses that the L-I zoning district would not.

The Comprehensive Plan’s Downtown/Burr Ridge Park Subarea Land Use Plan designates the McClintock Drive properties (highlighted in red below) as “Office/Hotel.” Since the 1982 annexation, the Zoning Ordinance has been updated to include the “Office” districts. The O-2 zoning district is more appropriate than L-I for the office uses occurring on the McClintock Drive properties and is compatible with the surrounding properties to the east and north.

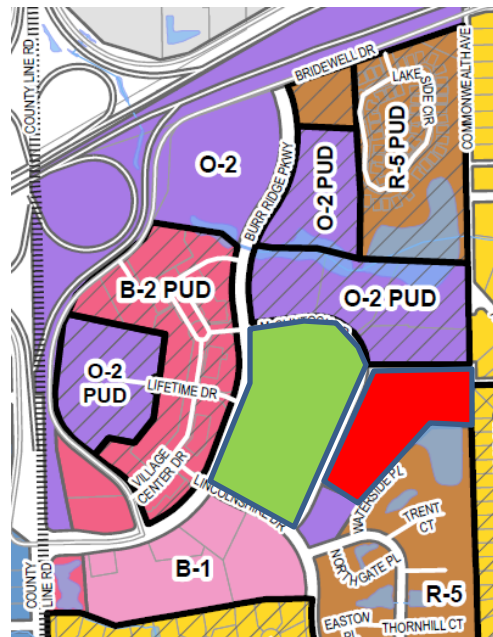
In accordance with the Illinois Municipal Code and the Village of Burr Ridge Zoning Ordinance, the Board of Trustees or Plan Commission may initiate a map amendment or rezoning of property provided it is in the best interest of the community. Zoning Ordinance section XIII.J.1 states that “for the purpose of promoting the public health, safety and general welfare, conserving the value of property throughout the community, and lessening or avoiding congestion in the public streets and highways, the Village Board of Trustees may ... amend district boundary lines, including rezoning or reclassifying specific property, provided that ... due allowances shall be made for existing conditions, the policies, standards, and principles of the Official Comprehensive Plan of the Village of Burr Ridge, as amended, the conservation of property values, the direction of building development to the best advantage of the entire community, and the uses to which property is devoted at the time of the adoption of such amendatory ordinance.” An analysis of the parcels indicates that all buildings and business uses would remain permitted while also creating no legal non-conformances or need for variations for existing buildings if the re-zonings were ultimately approved.



Downtown Business District Map



Comp Plan Downtown Subarea Map



Zoning Map

**It is staff's recommendation:** That the Board direct the Plan Commission to hold a public hearing to rezone the L-1 properties within the Downtown Business District to the B-2 Business (green parcels) and O-2 Office (red parcels) Districts.

#### 8B. **Draft Proposed Fiscal Year 2023 Budget**

Staff will present the draft proposed FY2023 budget for discussion. Please refer to the attached presentation for further details.

#### **8C. Bedford Park Water Main Valve Repairs**

The Water & Wastewater Division of our Public Works Department determined this past summer that a persistent leak on the 36-inch water transmission main from Bedford Park was originating from a butterfly valve located near Willow Springs Road. The leak apparent at that time was not an emergency but required a repair by a contractor possessing equipment and tools to operate on a large-diameter pipe and valve. Unique Plumbing of Brookfield stabilized the valve leak, and our Division Supervisor determined that the valve must be replaced. However, the replacement valve and parts required a long lead-time while summertime water demand prevented the Village from taking this transmission main offline. Parts were recently received, and in early February our Water & Wastewater Division Supervisor Peter Guth solicited quotes from the following reputable contractors for this valve replacement while wintertime water demand is low:

<b>Vendor</b>	<b>Quote</b>
John Neri Construction Co., Inc., Addison, IL	\$22,500.00
Airy's, Inc., Joliet, IL	\$28,888.15
Unique Plumbing Co., Inc., Brookfield, IL	None submitted

Of the two (2) quotes received, John Neri Construction of Addison was the lower in the amount of \$22,500. This company has successfully performed similar valve repair projects on large-diameter mains of the DuPage Water Commission, as well as complex plumbing work for the Village in our recent rehabilitation of the Chasemoor sanitary sewage lift station. Recently, the Justice-Willow Springs Water Commission asked the Village to supply water into its distribution system for 3 months, beginning in mid-March through our existing interconnect, during a project to rehabilitate their water storage tank. With quotes already obtained, the Village Administrator approved the agreement with John Neri Construction in order that the Village would be able to supply water to JWSWC by March 15th.

Adequate funds exist for emergency water main repairs in the Water Fund, and these anticipated costs are already included in the FY22 activity report to be presented with the draft budget. The contract and invoiced costs from John Neri Construction exceed the purchasing authority of the Village Administrator and are therefore placed on the agenda for ratification.

**It is staff's recommendation:** That the purchase of contractual services for the replacement of the 36" transmission main valve by John Neri Construction of Addison, in the Amount of \$22,500, be ratified.

#### **8D. Purchase of Brush Chipper and Stump Grinder / FY2022 Budget Adjustments**

As part of the Capital Investment Plan reviewed by the Village Board on January 10, 2022, the Board permitted the Public Works Department to access American Rescue Plan Act (ARPA) funds in the amount of \$150,000 for procurement of a replacement brush chipper and new stump grinder. These purchases would increase our crews' in-house tree removal capabilities, reduce the Village's reliance on contractors,

improve the response time for high-quality services related to trees and tree removal, and save the Village \$280,000 in tree removal costs over 10 years.

The Public Works Department recommends purchasing this equipment using competitive prices obtained by the Sourcewell service cooperative. Sourcewell establishes and provides nationally leveraged and openly solicited purchasing contracts, which local agencies like Burr Ridge can utilize under the Illinois Governmental Joint Purchasing Act to obtain the most advantageous pricing. Therefore, use of Sourcewell cooperative purchasing (Contracts 031721-MBI, 042815-CEC) to establish set prices will provide the most effective method to procure a replacement brush chipper and new stump grinder. The Village has successfully used Sourcewell previously for its excavator and wheel loader.

Through Sourcewell, the nationally established price for a 19-inch brush chipper is provided by Morbark, while a stump grinder price is provided by Bobcat. These bid prices will be honored at local vendors and purchased accordingly. Morbark provided its Sourcewell quote directly and would ship the brush chipper to Alexander Equipment Company in Lisle. Atlas Bobcat of Mokena represents and sells the Bobcat stump grinder and provided the Sourcewell-established quote. The Municipal Land & Forestry Supervisor is familiar with both local vendors and recommends each for their respective purchases.

The costs to purchase the brush chipper from Morbark and the stump grinder from Atlas Bobcat are detailed in the attached quotations and summarized below:

Morbark Eger Beaver™ Brush Chipper Model 2131-TA	\$97,591.57
Bobcat MT100 Stump Grinder Track Loader	\$44,772.00
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Total costs:	\$142,363.57

Utilizing the cooperative purchasing process for procurement of a replacement brush chipper and new stump grinder results in a total cost that is \$7,636 less than the earlier ARPA funding request. As this purchase was not originally included in the FY2022 budget, budget adjustments to the Village's Capital Improvement Fund are required. Staff requests a revenue budget adjustment to record the ARPA proceeds utilized to fund this purchase and an expenditure budget adjustment for the purchase of the equipment. Each budget adjustment will be in the amount of \$142,364.

**It is staff's recommendation:** That the Board approve an FY2022 Capital Improvements Fund revenue budget adjustment in the amount of \$142,364 and a Capital Improvements Fund expenditure budget adjustment in the amount of \$142,364 and that the Village Board approve the purchase contracts utilizing Sourcewell cooperative purchasing to Morbark of Winn, Michigan in the amount of \$97,591.57 for a replacement brush chipper, and to Atlas Bobcat of Mokena, in the amount of \$44,772.00 for a new stump grinder.

**8E-F. Retirement of Executive Assistant Julie Tejkowski  
Fill Vacancy Created by Retirement of Executive Assistant**

Please find attached a letter from Executive Assistant Julie Tejkowski tendering her retirement effective May 13, 2022. Julie has served the Village for over 20 years in various capacities but most recently as Executive Assistant. As this is a key position within the Village charged with many human resource, risk management, and supervisory responsibilities, staff requests the authority to hire a replacement Executive Assistant at the position's current salary range 107 to allow for the possibility of transitional time between parties. If a replacement were hired at the starting position of salary range 107, the Village would save \$22,000 in the first year.

**It is staff's recommendation:** That Julie Tejkowski's retirement letter be filed, and the position filled.

**8G. Appointment of Village Building Commissioner**

Article II of the Building Ordinance requires appointment of a Building Commissioner by the Mayor with consent of the Board of Trustees. The Building Commissioner supervises the permitting and inspections of all structures within the Village. Currently Evan Walter, Village Administrator, is serving in this capacity. With the creation of the Community Development Division and creation of the Community Development Director position which now oversees the building permit and development processes, it is recommended that Community Development Director Janine Farrell be appointed as the Building Commissioner.

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

**8H. Vendor List of February 28, 2022**

Attached is the vendor list dated February 28, 2022, in the amount of \$370,963.65 for all funds, plus \$194,384.30 for payroll for the period ending February 5, 2022, for a grand total of \$565,347.95, which includes no special expenditures.

**It is staff's recommendation:** That the February 28, 2022, vendor list be approved.

**8I. Vendor List of March 14, 2022**

Attached is the vendor list dated March 14, 2022, in the amount of \$297,519.41 for all funds, plus \$187,814.65 for payroll for the period ending February 19, 2022, for a grand total of \$485,334.06, which includes \$132,633.20 to Enterprise FM Trust for the leasing of Village vehicles.

**It is staff's recommendation:** That the March 14, 2022, vendor list be approved.

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

**February 14, 2022**

**CALL TO ORDER** The Regular Meeting of the Mayor and Board of Trustees of February 14, 2022, 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 President Pro Tem Guy Franzese.

**PLEDGE OF ALLEGIANCE** President Pro Tem Franzese asked Trustee Schiappa to lead the Pledge of Allegiance.

**ROLL CALL** was taken by the Deputy Village Clerk and the results denoted the following present: Trustees Franzese, Schiappa, Paveza, Snyder, Mital, and Smith. Also present were Village Administrator Evan Walter, Public Works Director Dave Preissig, Community Development Director Janine Farrell, Village Attorney Mike Durkin, Police Chief John Madden, Deputy Chief Marc Loftus, and Plan Commissioner Joe Petrich.

**PRESENTATIONS AND PUBLIC HEARINGS**

There were no presentations or public hearings.

**CONSENT AGENDA – OMNIBUS VOTE**

After reading the Consent Agenda, President Pro Tem Franzese asked if anyone wanted any item removed.

**APPROVAL OF REGULAR BOARD MEETING OF JANUARY 10, 2022** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**RECEIVE AND FILE PLAN COMMISSION MEETING OF FEBRUARY 7, 2022** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**ADOPTION OF A RESOLUTION AUTHORIZING THE VILLAGE TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ELECTRICITY FROM THE LOWEST COST ELECTRICITY PROVIDER FOR THE PUMP CENTER ACCOUNT** the Board, under the Consent Agenda by Omnibus Vote, Adopted the Resolution.

**ADOPTION OF A RESOLUTION AUTHORIZING A PUBLIC UTILITY EASEMENT AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND BURR RIDGE EDUCATION, LLC** the Board, under the Consent Agenda by Omnibus Vote, Adopted the Resolution.

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
February 14, 2022

**APPROVAL OF MAYOR GRASSO'S NOMINATION TO APPOINT RICHARD MORTON AS PLAN COMMISSIONER TO A TERM EXPIRING FEBRUARY 1, 2024** the Board, under the Consent Agenda by Omnibus Vote, Approved the Appointment.

**APPROVAL OF MAYOR GRASSO'S NOMINATION TO APPOINT DEANNA MCCOLLIAN AS ALTERNATE PLAN COMMISSIONER TO A TERM EXPIRING FEBRUARY 1, 2024** the Board, under the Consent Agenda by Omnibus Vote, Approved the Appointment.

**APPROVAL OF MAYOR GRASSO'S NOMINATION TO APPOINT GARY RUSH AS POLICE PENSION BOARD TRUSTEE TO A TERM EXPIRING FEBRUARY 1, 2024** the Board, under the Consent Agenda by Omnibus Vote, Approved the Appointment.

**APPROVAL OF MAYOR GRASSO'S NOMINATION TO APPOINT LUKA KAPLAREVIC TO THE ECONOMIC DEVELOPMENT COMMITTEE TO A TERM EXPIRING FEBRUARY 1, 2024** the Board, under the Consent Agenda by Omnibus Vote, Approved the Appointment.

**APPROVAL OF RECOMMENDATION TO AWARD A CONTRACT FOR PARKWAY TREE TRIMMING TO WINKLER'S TREE SERVICE, INC. IN THE AMOUNT OF \$49,900** the Board, under the Consent Agenda by Omnibus Vote, Approved the Recommendation.

**RECEIVE AND FILE RESIGNATION LETTER OF POLICE OFFICER BRANDON WATSON** were noted as received and filed under the Consent Agenda by Omnibus Vote.

**APPROVAL TO HIRE A PATROL OFFICER TO FILL VACANCY CREATED BY RESIGNATION OF POLICE OFFICER BRANDON WATSON** the Board, under the Consent Agenda by Omnibus Vote, Approved the Hiring.

**APPROVAL OF REQUEST FOR RAFFLE LICENSE FOR GOWER SCHOOL PTO AND HOSTING FACILITY LICENSE FOR GOWER MIDDLE SCHOOL FOR ITS FUN FAIR ON MARCH 4, 2022** the Board, under the Consent Agenda by Omnibus Vote, Approved the Request.

**APPROVAL OF VENDOR LIST DATED JANUARY 24, 2022, IN THE AMOUNT OF \$468,107.06 FOR ALL FUNDS, PLUS \$203,755.04 FOR PAYROLL FOR THE PERIOD ENDING JANUARY 8, 2022, FOR A GRAND TOTAL OF \$671,862.10, WHICH INCLUDES SPECIAL EXPENDITURES OF \$33,692.92 TO COMPASS MINERALS AMERICA, INC FOR FIVE DELIVERIES OF BULK ROCK SALT** the Board, under the Consent Agenda by Omnibus Vote, Approved the Vendor List for the Period Ending January 24, 2022 plus Payroll for the Period Ending January 8, 2022.

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
February 14, 2022

**APPROVAL OF VENDOR LIST DATED FEBRUARY 14, 2022, IN THE AMOUNT OF \$887,746.99 FOR ALL FUNDS, PLUS \$194,636.28 FOR PAYROLL FOR THE PERIOD ENDING JANUARY 22, 2022, FOR A GRAND TOTAL OF \$1,082,383.27, WHICH INCLUDES SPECIAL EXPENDITURES OF \$222,670 TO INTERGOVERNMENT RISK MANAGEMENT AGENCY (IRMA) FOR THE 2022 MEMBER CONTRIBUTION; \$375,814.60 TO JOHN NERI CONSTRUCTION FOR THE CHASEMOOR LEFT STATION; AND \$0,000 TO AXON ENTERPRISE, INC FOR BODY CAN AND TASER EQUIPMENT**  
the Board, under the Consent Agenda by Omnibus Vote, Approved the Vendor List for the Period Ending February 14 2022 plus Payroll for the Period Ending January 22, 2022.

President Pro Tem Franzese asked if there were any further discussion or comments. There were none.

Motion was made by Trustee Schiappa, seconded by Trustee Mital, 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 Schiappa, Mital, Smith, Franzese, Paveza, Snyder

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

President Pro Tem Franzese took a moment to thank the four volunteers and added that the Board and residents appreciated their willingness to serve the Village.

**CONSIDERATION OF A RESOLUTION AWARDING AN EXTENSION TO AN EXCLUSIVE VILLAGE-WIDE SCAVENGER SERVICES CONTRACT TO GROOT INDUSTRIES OF ELK GROVE VILLAGE, ILLINOIS**

Village Administrator Walter explained that this is a resolution to consider a seven-year extension to Groot Industries for their exclusive scavenger services agreement that is set to expire on July 31, 2022. This agreement includes most of the Village's residents with the only exceptions to those living in multifamily developments. Mr. Walter went on to say that the contract benefits the residents in many ways including a senior discount which many take advantage of, unlimited yard waste pickup, several can options, as well as an optional white goods haul-away service. Staff has received very few complaints and when received, Groot is very fast in rectifying the situation.

To ensure no interruption in service, staff negotiated a seven-year extension to the existing agreement with Groot which will continue to provide all the expected services to the residents thru July 31, 2029.



Groot has agreed to a fixed 2.5% increase in service rates for year 1 followed with increases between 2.5% and 4.5% in years 2-7. Mr. Walter stated that the exact rate will be determined by the Consumer Price Index (CPI) and gave some examples to the board. Mr. Walter advised that the first year's monthly rate would be \$19.05. Mr. Walter thanked Public Works Intern Gabe Lopez for doing research on comparable contracts with Groot for the last few years. We found the monthly rate that we have received is not only very competitive but is one of very few contracts that include yard waste. Mr. Walter pointed out that Mr. Molnar of Groot was present tonight to answer any questions that the board may have.

President Pro Tem Franzese asked if there were any questions from the board. Trustee Snyder asked if there was any reason not to accept the contract proposal. Mr. Walter stated that with all the services that we are keeping from the original contract including the unlimited yard waste, that this was a very good deal for the village. Trustee Mital added that since we went to Groot everyone puts their garbage out on the same day, and she has had no complaints. Trustee Schiappa asked for clarification on the handling of issues that come up. Mr. Walter explained that the Village asks our residents to call the Village so we are aware of any issues and then we have a contact person to reach out to at Groot. Trustee Mital questioned when the residents would be made aware of the increases each year, and Mr. Walter stated that they would be notified through the annual newsletter which goes out in May. Any increases would take place on August 1<sup>st</sup> of each year.

President Pro Tem Franzese asked if there were any more questions or comments from the board or public. There was none.

President Pro Tem Franzese added that he thought this contract was a great service to the residents and since it started in 2017, the Village has seen improved safety, reduction of heavy trucks on our roads which reduce the wear and tear to them along with reduced noise, emissions, gas consumption and cost savings to the residents. Although there may be villages with lower rates, he added they do not have the unlimited yard waste which the Village has and residents don't have to deal with stickers.

Motion was made by Trustee Snyder and seconded by Trustee Schiappa to approve the Resolution.

On Roll Call, Vote Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

**CONSIDERATION TO DIRECT STAFF TO PROCURE POLICE AND PUBLIC WORKS VEHICLES USING THE VILLAGE'S ESTABLISHED AGREEMENTS WITH ENTERPRISE FLEET MANAGEMENT**

Public Works Director David Preissig gave a brief update to the Fleet Leasing Program agreement that began in October of 2020. To date, the Village has procured 16 vehicles through the program, five Police and eleven Public Works. Benefits of this program included better budgeting capabilities which improve cash flow, lower maintenance costs and increased resale value of the vehicles. Mr. Preissig stated that the most recent sale of vehicles appears to be exceeding the estimated values by \$29,000. This is due to the fact that Enterprise can sell the vehicles in the best market realizing the highest possible resale values.

Mr. Preissig explained that going forward they are anticipating delays due to supply shortages and supply chain issues with microchips. For example, he explained how the police department had received board approval in January of 2021 to procure four Police Pursuit Tahoe's. They proceeded to place the order right away when they were notified that Chevrolet had cancelled the order, citing an excess in nationwide backlog. Currently Chevrolet is running lead times of 8-10 months on police vehicles and 16-24 months on Public Works vehicles. Knowing it may take up to two years to get some vehicles, staff requested authorization to go forward with the lease agreement and procure the next eleven vehicles when purchasing windows opened.

Trustee Smith asked who the two administrative vehicles were for and why we were purchasing Chevy Tahoes rather than the lower cost Ford Interceptors. Mr. Preissig explained how Enterprise takes a close look at not only purchase price but also the overall lifecycle costs which include maintenance, longevity, gas mileage and resale value. In summary, the Tahoe has been demonstrated to have a lower lifecycle cost than an Interceptor. Trustee Smith also brought up the subject of going green and how we need to start thinking about that when we start working on long-term leasing projects. Trustee Mital asked if we would be able to stay on our current schedule; and if not, would we just keep the current vehicles longer. Mr. Preissig added that if they work with Enterprise and get our orders in this March thru May, we may be able to get the vehicles in on schedule. Trustee Snyder commented on Trustee Smith's concerns on purchasing the Tahoes by advising that a lot of time was spent on researching the leasing program including looking at other villages who have the program. He stated that Mr. Preissig and the others did an unbelievable job in putting this program together. Trustee Paveza questioned if we would be able to use electric vehicles when the trucks are used all day and would not have time to charge. Mr. Preissig stated that they haven't fully looked into that as of yet but have been improving on their gas mileage with the Chevy Equinox that they are currently using for Administrative vehicles.

President Pro Tem Franzese asked if the board or public had any more questions or comments. There were none.

Regular Meeting  
Mayor and Board of Trustees, Village of Burr Ridge  
February 14, 2022

Motion was made by Trustee Schiappa and seconded by Trustee Snyder to procure police and public works vehicles using the village's established agreements with Enterprise Fleet Management.

On Roll Call, Vote, Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

**CONSIDERATION OF A PLAN COMMISSION RECOMMENDATION TO APPROVE SPECIAL USES FOR A TRUCK SALES USE WITH ACCESSORY OUTDOOR PARKING AND STORAGE (Z-03-2022; 15W776 NORTH FRONTAGE ROAD – CRISCIONE)**

Community Development Director Janine Farrell advised the board this special use was heard at the February 7 Plan Commission meeting. There were two special uses requested; the first special use was for Truck Sales and it was approved 4-1 with conditions. One of the conditions was to increase the number of trucks permitted on the property from 14 to 20. The second special use requested had to do with the outdoor storage of trucks. The motion to approve this request failed 3 to 2, although the majority voted to approve. This one also had conditions attached to it similar to the truck sales special use. One new condition added was the special use to be temporary in nature. The truck sales request was approved on a permanent basis, but the Commission wanted to keep the outdoor storage on a temporary basis.

Trustee Smith wanted to know if the owner can have 28 trucks parked on the property, why are we not giving him all 28. Ms. Farrell explained that initially it was decided to allow 14 in 2020. This number was arbitrary, and the Plan Commission decided to increase it this year to 20, or approximately 2/3. The fire district had requested that no trucks be parked in the center of the lot but only in the striped spots. Trustee Smith stated that he had talked to the Mayor of Willowbrook and was advised that Mr. Criscione had been a fantastic neighbor. Trustee Smith added that he had heard other compliments on the landscaping and upkeep to the property. He proposed that we give Mr. Criscione the full 28 spots and not restrict his business. Trustee Snyder wanted to know if the Plan Commission considered the 28 spots at all. Ms. Farrell stated they did discuss the 28 and decided on a number in between 14 and 28 which was 20. Trustee Snyder asked what would happen if the Board decided to change the amount; would it have to go back to the Plan Commission. Village Administrator Walter advised that the Plan Commission makes recommendations, and the Board can amend said conditions as they see fit. Trustee Snyder asked if it is normal for the Board to go against the Plan Commission or is it best to leave it as is. President Pro Tem Franzese advised that there have been slight modifications made over the years and this could be one of those modifications. It is rare that the Board would go completely against a recommendation or a denial by the Plan Commission. Trustee Snyder added that this person was one who came forward and offered to donate money in one of the conditions and has been a supporter of our police department. Because of this Trustee

Snyder stated he would follow Trustee Smith with allowing the 28 spots. Village Attorney Mike Durkin asked if the application was for 28. Village Administrator Walter advised that there were no stipulations about this on the request for permanent special use. The conditions were added on at the request of the Plan Commission on the vote. Mr. Walter added that Mr. Petrich from the Plan Commission was in the audience and was available to answer any questions and to be used as a resource. Trustee Paveza saw no problem with giving the 28 spaces. Trustee Schiappa wanted to know what failed specifically in the vote. Ms. Farrell advised it was the outdoor storage of trucks that failed. The Commissioner had concerns that the applicant had exceeded the 14 trucks that were permitted under the previous special use and another condition that limited the storage to seven days. The Plan Commission removed the seven-day limit but kept the temporary one-year condition.

Village Administrator Walter explained that when they said the motion failed, it was due to the fact that rules state that they must have four votes in favor to make a recommendation. Since the vote was 3 to 2, Ms. Farrell's letter states the Plan Commission does not submit a recommendation to the Board. Mr. Walter added that a majority of the Plan Commissioners present at the meeting did vote in favor of the special use, however, since the number of votes in favor did not meet the threshold of four, the motion failed, and no recommendation came of the vote.

President Pro Tem Franzese asked if there were any more questions or comments from the board or public. Mike Criscione, the owner of M&T Truck Sales came up to the podium. He thanked Trustee Smith for the compliments and added that he takes care of the landscaping himself. He explained that he had come tonight to ask the board for two things, one they had already brought up but also if the board would consider making his special use permanent instead of temporary.

President Pro Tem Franzese also commented on how nice the building looked now compared to before and asked Village Administrator Walter if we imposed the same restrictions on similar companies in town. Mr. Walter stated no. President Pro Tem Franzese said that it would be unfair to add restrictions to Mr. Criscione's company that aren't added to the others.

Mr. Joe Petrich, representing the Plan Commission, commented that the only reason the Plan Commission wanted the temporary approval was that for the last year and half the conditions that were mandated were not followed. The original plan was for the trucks to be brought out there when the buyers were ready to pick them up. Mr. Petrich added that it has turned into a parking lot. They want the temporary approval so they can see if the conditions can be followed over the next year since they hadn't been followed before. He also clarified that the three votes in favor were for a temporary approval, not permanent.

Trustee Smith stated he would like to make this a permanent resolution and also change the number of spots to 28. Village Administrator Walter added that the motion before us tonight would then be to direct the staff to prepare two special use ordinances for a permanent special use for automobile and truck and equipment sales, rental and service and a permanent special use for outdoor, overnight

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storage of retail vehicles ancillary to a permitted or special use changing the condition that limits the spots from 20 to 28.

Motion was made by Trustee Smith and seconded by Trustee Paveza to direct staff as above stated.

On Roll Call, Vote, Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

**CONSIDERATION TO DIRECT THE PLAN COMMISSION TO HOLD A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE ZONING ORDINANCE RELATED TO DEFINING AND PERMITTING LIVE ENTERTAINMENT AS A PERMITTED USE AT CERTAIN USES IN BUSINESS DISTRICTS**

Community Development Director Farrell advised that this item was to have the Board direct the Plan Commission to hold a public hearing regarding live entertainment. There has been discussion about what exactly is live entertainment as the zoning ordinance does not define it and how is it permitted, by right or by special use. Currently it is a special use in the business districts where most of the restaurants are located. Provided in the Board package was a list of hours of operations for our restaurants and if they have live entertainment currently approved as a special use.

President Pro Tem Franzese asked if there were any questions from the Board. Trustee Mital asked if Ms. Farrell was aware of any other village centers that had commercial businesses and residents next to each other, were they allowed to have live entertainment; and if so, how late are the businesses in these centers open until. Ms. Farrell responded by stating that she would have to do some research on surrounding and comparable municipalities. She added that many municipalities allow live entertainment as an accessory to the restaurant use but within certain parameters. Trustee Schiappa questioned why we have live entertainment as a special use and asked if most municipalities have it also as a special use. Ms. Farrell advised that it would have been up to the Board at the time and it has been a special use in both B1 and B2 since at least 1997.

President Pro Tem Franzese asked if the board or the public had any questions. There were none.

President Pro Tem Franzese said that there was only one restaurant in the village in 1969 which was at the Ramada Inn when live entertainment was imposed as a special use. He went on to say that he believed it was important to define live entertainment correctly and to establish where live entertainment is to be located; inside and not outside or in a tent. A public hearing would determine how that should be handled properly. President Pro Tem Franzese commented on the great live entertainment at Cooper's Hawk and Eddie Merlot's. He added that it is not fair to allow some

restaurants to have live entertainment and others not. We also need to be competitive with other restaurants in the area that allow live entertainment as ancillary to their restaurant businesses. Trustee Snyder agreed that all restaurants should be on the same playing field as it benefits everyone.

President Pro Tem Franzese asked if there was any additional board or public comment. There was none.

Motion was made by Trustee Snyder and seconded by Trustee Paveza to direct the Plan Commission to hold the public hearing.

On Roll Call, Vote, Was:

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

NAYS : 0 - None

ABSENT: 0 - None

There being six affirmative votes the motion carried.

**CONSIDERATION TO DIRECT THE PLAN COMMISSION TO HOLD A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE ZONING ORDINANCE AND OTHER RELATED ORDINANCES RELATED TO PERMITTED HOURS OF OPERATION IN BUSINESS DISTRICTS.**

Community Development Director Farrell stated that this was similar to 8C and that everyone was provided with a sheet of hours of operation and whether the business is operating under their special use approved hours or advertising different hours. The standard hours of operation in the business district are 7 am to 10 pm. Businesses with liquor license are allowed to stay open later hours. Ms. Farrell stated that 10 of the 24 restaurants have a special use for hours outside of the standard hours. She added that there is much thought to standardize the hours of operations, and this action would direct the Plan Commission to hold a public hearing and undertake this effort.

President Pro Tem Franzese asked if the Board had any questions. Trustee Smith stated that he looked forward to this undertaking so that everyone could be on the same page and there wouldn't be so many exceptions. Trustee Mital wanted to see consistency across the board with the hours, consideration to the residents of the Village Center when changing hours and some research done on other village centers who have residents living nearby. Trustee Paveza was surprised about the differences in hours everyone had, and Trustee Schiappa believed if we had a simple plan it would a lot easier to administer, police, and keep track of.

President Pro Tem Franzese wanted to know if there was any feedback from the restaurants and business owners on this. Ms. Farrell advised that she hadn't reach out to them as of yet.

Village Attorney Mike Durkin added that those businesses that have hours set by special use ordinances will have to be honored. He noted that the liquor ordinance can be amended for hours of operation.

Motion was made by Trustee Snyder and seconded by Trustee Mital to direct the Plan Commission to hold a public hearing.

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.

### **DISCUSSION OF VILLAGE ORDINANCES REGARDING HAPPY HOURS**

Village Administrator Walter stated that at the direction of Mayor Grasso, staff was requested to review the Village's happy hour regulations to ensure clarity on the subject for applicable uses. Mr. Walter gave a brief history on happy hours in the State of Illinois which included the banning of happy hour from 1990 to 2015. Happy hours were defined as an alcoholic drink for sale for a limited time of the day at a specified discount. An example being ½ price wine from 5 pm to 7 pm. In 2015 state law's regarding happy hours were amended which included businesses being limited in the number of total happy hours per week to 15, discounted drinks could not be offered for more than 4 hours in any one day, couldn't be scheduled after 10:00 pm, unlimited alcohol promotions were not permitted at public places; however, they were permitted at private events and businesses could offer "meal packages" under certain circumstances.

Mr. Walter went on to explain that Chapter 25 of the Municipal Code governs liquor control. Section 25.51 deals with happy hours in Burr Ridge. In summary the Village prohibits happy hours in the Village at this time. However, the Village does allow a daily drink special such as ½ price wine on Wednesdays. Mr. Walter gave some examples of other municipalities and advised that Hinsdale and Oak Brook follow the state law while Clarendon Hills has a prohibition to happy hours like Burr Ridge. Last fall a complaint was made which was investigated and resulted in letters being sent out by Trustee Schiappa in his capacity as Liquor Commissioner. These letters reminded all the businesses that we do not have happy hours in the Village. Mr. Walter reminded the Board that this subject was just up for discussion purposes only and was put on the agenda at the request of Mayor Grasso.

Trustee Schiappa stated that he had noticed that several restaurants were having happy hours so he instructed staff to send notices out. He added that it is Chapter 25 Section 41 that prohibits happy hours in Burr Ridge, and he thought it was something that should be put to a public hearing especially

if the restaurants think it is good for business and several other local municipalities are doing it. Trustee Paveza stated he is a little leery with the idea and feels it could cause problems. Trustee Mital asked if we have to abide by state regulations or can we change them. Village Attorney Mike Durkin advised that Burr Ridge has a stricter ordinance than the state law which is allowed. Trustee Smith stated that he serves as Vice-Chair on the Economic Development Committee, and he feels it is important to support our restaurants in town and keep them competing with other restaurants. He complimented our restaurants and their owners stating that he wants to keep the momentum going and is in favor of pursuing something for happy hours in town.

President Pro Tem Franzese agreed with Trustee Smith and added he thought it ironic that we offer all day specials but not for specific hours.

President Pro Tem asked for any questions or comments from the audience. There were none.

As the subject was just up for discussion, no action was to be taken at this time.

### **PUBLIC COMMENT**

President Pro Tem Franzese asked for any public comment. There were none.

### **REPORTS AND COMMUNICATIONS**

Trustee Mital stated that Community Engagement Analyst Hannah Weyant is working very hard on preparing a lot of exciting events for the spring, summer and fall. She later added that March 16<sup>th</sup> there will be a mobile DMV at the Village Hall from 10 am to 2 pm.

Trustee Smith asked if staff could look into a Noise Compatibility Commission that he recently saw that was formed by other villages to fight the noise level from O'Hare and Midway's air traffic. He would like to see Burr Ridge a part of that.

Trustee Snyder brought up the proposed annexation of Edgewood Valley Golf Course and the rumors on Facebook that Burr Ridge is going to build homes there. Trustee Snyder asked Village Attorney Mike Durkin if the Village could do something such as a cease-and-desist order to stop all these rumors from spreading. Mr. Durkin said he would talk to Mr. Walter, but it is his understanding that they will continue operating as a private club as he has had inquiries about liquor licenses which would not have anything to do with residential use. Trustee Schiappa advised that he was called to a meeting at the Crowne Plaza as they were concerned about a notice that was posted on a Facebook page that they thought was run by the Village of Burr Ridge. Trustee Schiappa went on to say that this Facebook page has misinformation and lies about the Plaza and that is why they wanted to meet with someone from the Village. Trustee Schiappa stated he told them it was not the Village or the



staff and asked them to file a police report. He asked Mr. Durkin what the Village could do about it. Mr. Durkin advised that it was his understanding that Mr. Walter had recommended that a complaint be filed with Facebook which he agreed with. Mr. Durkin also suggested putting a disclaimer up on our website and publishing one that states that the Facebook page is not run by the Village of Burr Ridge.

President Pro Tem Franzese wanted to comment on the posting to Facebook. He wanted to emphasize that this Facebook page is not authorized or endorsed by the Village of Burr Ridge. A recent post on the Facebook page titled “Alert – Burr Ridge Seeking To Annex Edgewood Valley Country Club Property Zoned For Single Family Homes” implies that the property will be developed into single-family homes, and readers are then urged to contact surrounding committees for more information. He wanted to say that none of our staff was contacted about this information, and the post was then reposted on several other social media sites upsetting more residents.

President Pro Tem Franzese stated that Edgewood Valley Country Club is a 170-acre private country club located at 7500 Willow Springs Road in unincorporated Cook County. Approximately 80% of the club’s members reside in Burr Ridge. Edgewood Valley Country Club (EVCC) has been a continuous, ongoing country club since 1910 and operating in its current location since 1926. Utilities are provided to the club by the Village of La Grange. EVCC proactively approached several communities last summer, including Indian Head Park and Hodgkins, about annexation opportunities. EVCC is planning significant phased renovations to their grounds and buildings over the next decade and wanted to perform this work under the jurisdiction of a local municipality who would be more responsive to their needs instead of Cook County. After several meetings with their Board and Staff, EVCC (at their annual meeting in November 2021) recommended to their membership that they petition to annex into Burr Ridge, a recommendation which was overwhelmingly approved by a vote of EVCC’s membership (119 to 3). Village Administrator Walter, Mayor Grasso, and Trustee Snyder were present at this meeting to discuss this matter and can confirm the support and enthusiasm that the Village received at this meeting. Staff received a formal petition to annex from EVCC in January 2022. The Village Attorney reviewed the petition and found it to be complete and accurate, as well as wrote legal notices on Staff’s behalf which were published to schedule a legally-required public hearing at the February 28 Board meeting for the matter to be formally considered with action taken. As part of any potential annexation, the Village would automatically rezone the property as “R-1 Residential” if the annexation is approved. Our R-1 residential zoning is the most restrictive and is the least dense. This zoning requires a lot size of 5 acres or more. By state law, annexed users are automatically zoned to the least dense zoning district. As there is no rezoning petition (nor is there required to be in this case), the Village is legally obligated to zone the property R-1 Residential. The zoning to residential is purely a matter of function of law, not an intent to redevelop the property to residential use. EVCC is located directly east of Walker Park. Walker Park is a 44-acre park and one of the fine parks of Pleasantdale Park District. Walker Park is located within the corporate boundaries of the Village of Burr Ridge and has been zoned R-1 Residential since it was annexed into the Village of Burr Ridge in the 1980’s. Furthermore, the Village would not be required to assume management

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of Willow Springs Road from a public safety, road maintenance, or snow operations perspective if the annexation were approved. There is also no plan for EVCC to convert their utilities to our own from La Grange, as there has not been any benefit identified to perform this action at this time. The Village's active governance responsibilities would be limited to building permitting and liquor licensing, but the Village would receive the benefit of an additional restaurant, banquet facility, and pro shop into our sales tax base at a rate equal to all other businesses in Cook County. No tax sharing agreements are proposed or have ever been discussed as part of the petition for annexation.

To summarize, President Pro Tem Franzese stated there has never been a discussion on the part of EVCC or the Village to convert EVCC into any other use other than to maintain the club's presence and responsibly assist with oversight of any permit required projects. There has never been an attempted by the Village to forcefully annex EVCC. The petition for annexation is purely voluntary on the part of EVCC and comes with no strings attached for either party. EVCC has always stated that the goal of annexation is to find a more responsive and higher quality local government than Cook County for the club's needs in the long term.

President Pro Tem Franzese asked if there were any questions or comments regarding this matter.

Trustee Paveza asked about procedure for annexation of EVCC. Village Administrator Walter stated that they have petitioned for annexation, and there is no requirement for Plan Commission hearing because it is a voluntary annexation without a request for re-zoning. That petition is scheduled for February 28, 2022 and will appear as a public hearing on the agenda for that Board meeting.

### **ADJOURNMENT**

Motion was made by Trustee Schiappa, seconded by Trustee Snyder to adjourn the Regular Meeting,

The motion was approved by unanimous voice vote of the Board of Trustees. Meeting adjourned at 8:22 p.m.

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

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Susan Schaus  
Village Clerk  
Burr Ridge, Illinois

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Shirley Benedict  
Deputy Village Clerk  
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**MINUTES  
WATER COMMITTEE MEETING  
Wednesday, February 2, 2022**

**CALL TO ORDER**

The meeting was called to order by Trustee Al Paveza at 5:30 p.m.

**ROLL CALL**

Present: Trustees Al Paveza, Joe Snyder, and Guy Franzese.

Absent: None

Also Present: Village Administrator Evan Walter, Public Works Director David Preissig, and Finance Consultant Annmarie Mampe. Tom Beckley of Raftelis, and Kelly Borman of CMT Consulting were present via Zoom.

**APPROVAL OF MINUTES OF NOVEMBER 17, 2021 MEETING**

A **motion** was made by Trustee Snyder to approve the minutes of the November 17, 2021 meeting. The motion was **seconded** by Trustee Franzese and approved by a vote of 3-0.

**CONSIDERATION OF HYDRAULIC AND RATE MODEL STUDIES**

Kelly Borman of CMT Consulting provided a follow up review of CMT's findings regarding the Village's hydraulic modeling study. Further information was provided regarding the scope and number of affected residential and business units in each upgrade. Trustee Franzese requested that the number of affected units be confirmed after discussing the Carriage Way project.

Tom Beckley of Raftelis provided an update to the rate model study. Mr. Beckley said that the rates were revised to account for possible increases for water supplied by Chicago and Bedford Park. Two options, one including and another not including debt, were presented to the Committee. Trustee Snyder asked which funding option may be better. Mr. Walter said that while the option not including debt had a more significant rate increase up front, it would also provide additional funding beyond the five-year horizon of the study, thus mitigating the need for significant increases in the second half of the study as well as long term. The Committee agreed with this perspective.

**CONSIDERATION OF ORGANIZATIONAL SERVICE LEVELS**

Mr. Preissig presented a discussion of advanced metering infrastructure (AMI) as a follow up to a Committee inquiry regarding the feasibility of moving to monthly billing. Mr. Preissig stated that the Village's existing water meter stock was already technologically capable of integrating with an AMI system and discussed many advantages of moving to an AMI system and away from a manual meter reading process. Mr. Walter said that it was staff's opinion that moving to monthly billing was generally not feasible without AMI technology, as not adopting the technology would require hiring additional staff to do little more than read meters. Trustee Snyder supported the technology migration, while Trustee Franzese said

that he supported the proposal but requested more information to confirm the return on investment. Trustee Paveza requested additional information while taking no position.

#### **CONSIDERATION OF DRAFT FISCAL YEAR 2023 WATER AND SEWER FUND BUDGETS**

Mr. Preissig made a brief review of the draft FY2023 Water and Sewer Fund budgets that would be included in the overall FY2023 budget. The budget included a statutorily approved rate increase in the Water Fund as well as several infrastructure upgrades.

A **motion** was made by Trustee Snyder to recommend the Board adopt the draft FY2023 Water and Sewer Fund budgets as proposed. The motion was **seconded** by Trustee Franzese and approved by a vote of 3-0.

#### **ADJOURNMENT**

A **motion** was made by Trustee Snyder to adjourn the meeting. The motion was **seconded** by Trustee Franzese and **approved** by a vote of 3-0. The meeting was adjourned at 6:41 p.m.

Respectively submitted,

A handwritten signature in black ink that reads "EVAN WALTER". The signature is written in a cursive, slightly stylized font with a long horizontal line extending from the end.

Evan Walter  
Village Administrator

**MINUTES**  
**ECONOMIC DEVELOPMENT COMMITTEE MEETING**  
**February 9, 2022**

**CALL TO ORDER:** Chairman Tony Schiappa called the meeting to order at 6:03. p.m. The meeting was held in person and on Zoom at the Village Hall.

**ROLL CALL:** **Present:** Chairman Tony Schiappa, Trustee Russell Smith, Bhagwan Sharma, Kirsten Jepsen, Debbie Hamilton, and Michael Simmons. Mark Stangle participated digitally by Zoom. Also present were Economic Development Coordinator Andrez Beltran and Community Development Director Janine Farrell.

**Absent:** Sam Odeh, Paul Stettin, and Ramzi Hassan

**MINUTES:** A **MOTION** was made by Ms. Hamilton to approve the Minutes from the October 6, 2021 meeting. The **MOTION** was seconded by Mr. Sharma and approved by a vote of 7-0.

**INTRODUCTION OF NEW COMMUNITY DEVELOPMENT DIRECTOR JANINE FARRELL AND CREATION OF COMMUNITY DEVELOPMENT DIVISION**

Mr. Beltran stated that in January the Village hired Janine Farrell as its new Community Development Director. Ms. Farrell served as a Burr Ridge Plan Commissioner from 2018 until resigning to take the position. She has over ten years of experience with Will County and the Village of Frankfort and is also a Burr Ridge resident. As Community Development Director, Ms. Farrell will assume the role of staff liaison to the Plan Commission while also overseeing the management of the new Community Development Division. Mr. Beltran continued that the Division was created as part of Public Works to improve the overall development process in the Village. It includes Building Permit Technician Michelle Mahlan, Development Engineer James Miedema, Records Specialist Cathy Rothbard and a new Building Assistant position, as well as work with Community Service Officer Jeff Dezur for code enforcement and Administrative Adjudication efforts.

Chairman Schiappa stated that the Village was blessed to have her and asked her if she wanted to come up to further introduce herself. Ms. Farrell thanked Chairman Schiappa.

Ms. Farrell introduced herself and stated that she is looking forward to working with the Economic Development Committee.

Trustee Smith asked Ms. Farrell if she will be involved in the TCF property development. Ms. Farrell stated that she would be, and Village Administrator Evan Walter has been including her on talks with developers who have expressed interest.

**UPDATE ON TCF PARCEL**

Mr. Beltran stated that the TCF parcel is officially for sale. It is being marketed by CBRE. He included the flier for the Economic Development Committee's information. Mr. Sharma asked if the Village knew the price. Chairman Schiappa said he would look it up and let the Committee know.

### **UPDATE BUSINESS DISTRICT NEXT STEPS**

Mr. Beltran stated that although the Downtown Business District went into effect on January 1st of this year, actual revenue will not be added to the Business District Fund until April 1st at the earliest. Between now and the receipt of first funds, there are a number of potential next steps to help direct how the funds are used.

The first would be a Financial Incentive Policy that would guide strategy for any financial incentives for development/redevelopment. A financial firm that specializes in development/redevelopment incentives would be contracted to help formulate this policy. Last year the Village has reached out to companies, particularly SB Freidman who helped create the Business District Eligibility Study and Plan, for costs and timelines. Mr. Beltran stated that he is waiting on details of costs.

The second potential next step would be a Market Analysis. This would give data at what types of developments and how much of each could be supported in the District. A firm that specializes in Market Analysis would be contracted for this as well. Staff reached out to the same companies at the same time as with the Financial Incentive Policy and are still waiting to hear back.

The last potential next step is a Downtown Sub-Area Comprehensive Plan. This would combine economic data and community input to create a coherent, long-term plan for the Downtown including current and prospective business uses, zoning requirements, and aesthetics guidelines for buildings and signage. A planning and design firm would be contracted with and overseen by Ms. Farrell to create the overall document.

Chairman Schiappa asked the Committee members their thoughts on the next steps. The Committee was overall in favor of pursuing all three. Particularly, they liked the idea of targeting specific stores to create not just revenue but to create a family entertainment atmosphere as well. Attractions such as Top Golf and Restoration Hardware were cited as examples. However, the Committee did express concern about being too rigid in aesthetic requirements could hurt attracting development.

Chairman Schiappa asked Ms. Farrell her thoughts on the Downtown Sub-Area Plan and if it was necessary. Ms. Farrell stated that while not absolutely necessary, having a third party consultant does have benefits as it brings in outsider perspectives who specialize in creating these types of plans and it supplements staff efforts of outreach.

Chairman Schiappa thanked her for her insights. With the agreement of the Committee, Chairman Schiappa directed staff to look into how much a Downtown Sub-Area Plan would cost.

### **BUSINESS LICENSE RENEWAL REMINDER**

Mr. Beltran stated that in late February, early March he will send out automatic business license renewal invoices by email. Additionally, staff will also reach out to businesses that are known to be operating but do not have licenses. Due to the pandemic this outreach has been constrained, but with Omicron receding and spring coming that it will be easier to make visits.

Trustee Smith asked Mr. Beltran for the benefits of the program. Mr. Beltran stated that it was twofold. First, to collect information on current businesses to ensure they are operating correctly

and in case the Village needed to contact them. Secondly, to be able to have remedies against businesses that harm the public welfare. Under the previous zoning certificate of occupancy, the Village would have no recourse against a business like Sterigenics. With the business license, a process exists to review business operations and revoke if necessary.

### **OTHER CONSIDERATIONS**

Chairman Schiappa spoke about how inaccurate rumors on social media can harm the business environment in Burr Ridge. A hotel manager spoke to him about how a rumor started on social media about their location having adult activities was inaccurate, and harmed the reputation of the hotel. Chairman Schiappa recommended that they speak to the Police Department to see if there was anything they could do about their concerns or just to document them. He noted that it is affecting other businesses in the area.

### **PUBLIC COMMENT**

There were no public comments.

### **ADJOURNMENT**

Mr. Simmons made the **MOTION** to adjourn the meeting to March 2, 2022 at 6:00 pm, **SECONDED** by Mr. Sharma. **APPROVED 7-0**. The meeting was adjourned at 7:03 pm.

Respectfully submitted:

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

Andrez Beltran  
Economic Development Coordinator

**VILLAGE OF BURR RIDGE**  
**PLAN COMMISSION/ZONING BOARD OF APPEALS**  
**MINUTES FOR REGULAR MEETING/WORKSHOP OF MARCH 7, 2022**

**I. ROLL CALL**

The regular meeting/workshop of the Plan Commission/Zoning Board of Appeals was called to order at 6:00 p.m. at the Burr Ridge Police Department Training Room, 7700 County Line Road, Burr Ridge, Illinois by Village Administrator Evan Walter.

**ROLL CALL** was noted as follows:

**PRESENT:** 6 – Broline, Petrich, Irwin, Parrella, Morton, and McCollian

**ABSENT:** 2 – Stratis and Trzupek

Trustees Franzese, Paveza, and Smith, Clerk Schaus, Village Administrator Evan Walter, Director of Public Works/Village Engineer David Preissig, Village Attorney Richard Ramello, Community Development Director Janine Farrell, and resident Bob Grella were also present.

**II. WELCOME AND INTRODUCTIONS**

Mr. Walter welcomed all those in attendance.

Mr. Ramello and Mrs. Farrell presented topics and discussion related to the agenda. Discussion was held generally regarding the topics listed.

**III. THE ROLE OF THE PLAN COMMISSION**

**IV. THE LEGAL ENVIRONMENT**

**V. THE COMPREHENSIVE PLAN**

**VI. THE PETITION**

**VII. THE ZONING ORDINANCE**

**VIII. FINDINGS OF FACT**

**IX. THE ROLE OF THE BOARD OF TRUSTEES**

**X. POST-PETITION PROCESSING AND MANAGEMENT**

**XI. QUESTIONS AND ANSWERS**

**XII. ADJOURNMENT**



A **MOTION** was made by Commissioner Petrich and **SECONDED** by Commissioner Broline to adjourn the meeting at 8:15 pm.

**ROLL CALL VOTE** was as follows:

**AYES:** 6 – Petrich, Broline, Irwin, Parrella, Morton, and McCollian

**NAYS:** 0 – None

**MOTION CARRIED** by a vote of 6-0.

**Respectfully Submitted:**

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Janine Farrell, AICP  
Community Development Director

## ORDINANCE NO. A-834-\_\_-22

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

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(Z-03-2022: 15W776 North Frontage Road - Criscione)

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

**WHEREAS**, said Plan Commission of this Village held a public hearing on the question of granting said special use on February 7, 2022, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

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

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

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

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

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

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

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

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

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as Exhibit A.
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No ramps, balloons, copy-changing signs, signs on or inside any part of a truck stored on the subject property, or other attention-getting devices not otherwise permitted by the Burr Ridge Sign Ordinance are permitted on the subject property. These conditions shall supersede any otherwise permitted exemptions provided by Chapter 55 of the Burr Ridge Municipal Code (Sign Ordinance).
4. No maintenance of trucks shall be performed on the subject property.
5. No rental of vehicles of any kind may be advertised or occur on the subject property.
6. No trailers or other accessories may be parked or stored at any time on the subject property.
7. The business hours shall be 9:00am-5:00pm from Monday-Friday, 9:00am-12:00pm on Saturday, and closed on Sunday.

8. No storage of vehicles not owned by either M&T Trucks or a secured buyer for a vehicle is permitted on the subject property.
9. A landscaping plan shall be prepared and approved by staff to increase the screening along Madison Street.
10. A photometric plan shall be prepared and approved by staff to ensure compliance with Zoning Ordinance outdoor lighting regulations.
11. No more than twenty-eight (28) semi-truck cabs shall be stored on site at any one time. All trucks shall be parked in a striped parking space. Trucks shall not be parked or stored in the open, center area of the parking lot.
12. Vehicles parked in the right-of-way driveway areas are prohibited.

**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 28<sup>th</sup> day of February, 2022, 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 28<sup>th</sup> day of February, 2022.

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Mayor

ATTEST:

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Village Clerk



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

## **SPECIAL USE BURR RIDGE APPLICATION**

**Address – 15W776 N Frontage**

### **DESCRIPTION OF USE**

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

Business hours are as follows:

Monday to Friday, 9 AM – 5 PM.

Saturday, 9 AM – 12 PM.

Sunday CLOSED

### **BUSINESS MODEL**

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

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

### **REASON FOR SPECIAL USE**

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

(Listed in order of closest proximity)

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

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

#### M & T Truck Sales

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

Utilities at the property are adequate.

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

Adequate measures of ingress and egress were taken.

Adequate fire safety and security measures were taken.

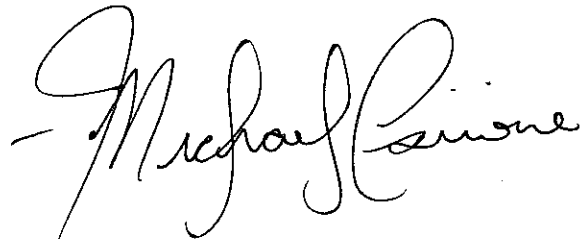
The proposed special use is not contrary to the objectives of the Official Comprehensive Plan of the Village of Burr Ridge as amended.

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

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

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

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

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



## ORDINANCE NO. A-834-\_\_-22

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

(Z-03-2022: 15W776 North Frontage Road - Criscione)

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

**WHEREAS**, said Plan Commission of this Village held a public hearing on the question of granting said special use on February 7, 2022, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

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

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

considered said report, findings, and recommendations.

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

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

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ATTEST:

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Village Clerk



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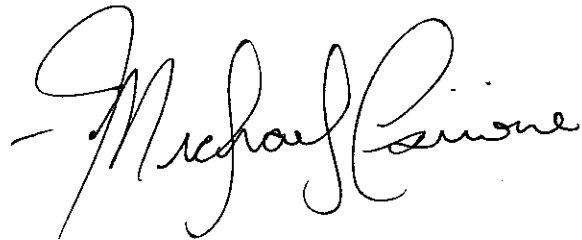
The proposed special use is not contrary to the objectives of the Official Comprehensive Plan of the Village of Burr Ridge as amended.

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

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

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

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



February 9, 2022

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

***Re: Z-03-2022: 15W776 North Frontage Rd. (Criscione); Special Uses and Findings of Fact***

Dear Mayor and Board of Trustees:

The Plan Commission transmits its recommendation to approve a special use request by Michael Criscione of M&T Trucking for automobile and truck and equipment sales, rental, and service, with conditions. The Plan Commission recommendation to approve a special use request by Michael Criscione of M&T Trucking for outdoor, overnight storage of retail vehicles ancillary to a permitted or special use, with conditions, failed.

After due notice as required by law, the Plan Commission held a public hearing on February 7, 2022. The petitioner stated that the purpose of his requests was to permanently operate his business, M&T Trucking, from the subject site. In August of 2020, the petitioner was approved to operate the special uses on a temporary, one-year basis. Due to the applicant's non-compliance with the prior condition to limit the number of trucks on site to 14, the Commission generally agreed to recommend the outdoor storage special use be temporary in nature once again. The motion to approve this temporary special use for the outdoor storage did not receive the minimum four affirmative votes required to pass. The Plan Commission determined that the truck sales request was appropriate since there would not likely be significant impact on neighboring properties or the public. No public comment was provided.

Based on the above considerations and the submitted findings of fact, the Plan Commission, by a vote of 4 to 1, ***recommends that the Board of Trustees approve*** a special use request by Michael Criscione for "automobile and truck and equipment sales, rental, and service," subject to the following conditions:

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as Exhibit A.
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No ramps, balloons, copy-changing signs, signs on or inside any part of a truck stored on the subject property, or other attention-getting devices not otherwise permitted by the Burr Ridge Sign Ordinance are permitted on the subject property. These conditions shall supersede any otherwise permitted exemptions provided by Chapter 55 of the Burr Ridge Municipal Code (Sign Ordinance).
4. No maintenance of trucks shall be performed on the subject property.
5. No rental of vehicles of any kind may be advertised or occur on the subject property.
6. No trailers or other accessories may be parked or stored at any time on the subject property.
7. The business hours shall be 9:00am-5:00pm from Monday-Friday, 9:00am-12:00pm on Saturday, and closed on Sunday.
8. No storage of vehicles not owned by either M&T Trucks or a secured buyer for a vehicle is permitted on the subject property.
9. A landscaping plan shall be prepared and approved by staff to increase the screening along Madison Street.
10. A photometric plan shall be prepared and approved by staff to ensure compliance with Zoning Ordinance outdoor lighting regulations.
11. No more than twenty (20) semi-truck cabs shall be stored on site at any one time. All trucks shall be parked in a striped parking space. Trucks shall not be parked or stored in the open, center area of the parking lot.
12. Vehicles parked in the right-of-way driveway areas are prohibited.



The Plan Commission, by a vote of 3 to 2, ***does not submit a recommendation of approval to the Board of Trustees*** of a special use request by Michael Criscione for “outdoor, overnight storage of retail vehicles ancillary to a permitted or special use,” subject to the following conditions:

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as Exhibit A.
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No more than twenty (20) semi-truck cabs shall be stored on site at any one time. All trucks shall be parked in a striped parking space. Trucks shall not be parked or stored in the open, center area of the parking lot.
4. Any truck stored overnight on the subject property shall be in good working condition.
5. No maintenance of trucks shall be performed on the subject property.
6. No trailers or other accessories may be parked or stored at any time on the subject property.
7. A landscaping plan shall be prepared and approved by staff to increase the screening along Madison Street.
8. A photometric plan shall be prepared and approved by staff to ensure compliance with Zoning Ordinance outdoor lighting regulations.
9. Vehicles parked in the right-of-way driveway areas are prohibited.
10. The special use shall be temporary in nature, expiring one year after final ordinance approval is granted by the Board of Trustees.

Sincerely,

Greg Trzupek, Chairman  
Plan Commission/Zoning Board of Appeals



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

**Z-03-2022: 15W776 North Frontage Road (Criscione); Requests permanent special uses for (1) automobile and truck and equipment sales, rental, and service; and (2) outdoor, overnight storage of retail vehicles ancillary to a permitted or special use.**

**HEARING:**

February 7, 2022

**TO:**

Plan Commission  
Greg Trzupsek, Chairman

**FROM:**

Janine Farrell, AICP  
Community Development Director

**PETITIONER:**

Michael Criscione

**PETITIONER STATUS:**

Tenant

**PROPERTY OWNER:**

Flex Capital, LLC

**EXISTING ZONING:**

G-I General Industrial District

**LAND USE PLAN:**

Recommends Commercial Uses

**EXISTING LAND USE:**

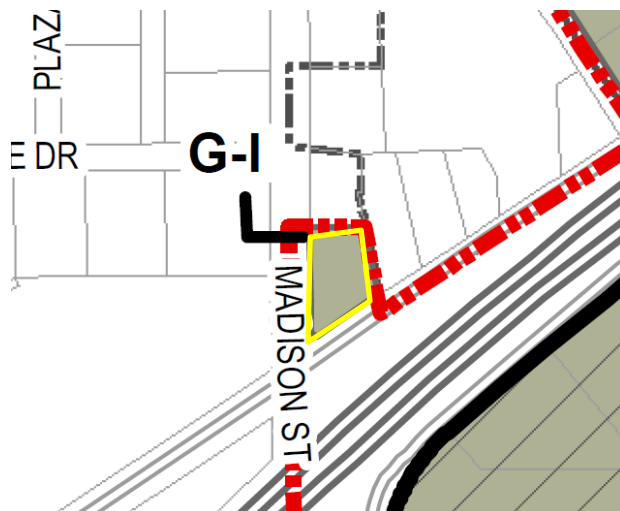
Commercial building with semi-truck sales and outdoor storage

**SITE AREA:**

0.83 Acres

**PARKING:**

28 semi-truck spaces  
4 automobile spaces



The petitioner is Michael Criscione, owner of M&T Trucking located at 15W776 North Frontage Rd. On September 14, 2020, the petitioner was approved for two special uses to permit (1) an automobile and truck and equipment sales, rental, and service use and (2) outdoor, overnight storage of retail vehicles ancillary to a permitted or special use at the subject site. An excerpt from the August 17, 2020 Plan Commission meeting minutes and approving ordinances A-834-13-20 (truck sales) and A-834-14-20 (outdoor storage) are attached for reference.

Condition #8 of ordinance A-834-14-20 stated that “the special use shall be temporary in nature, expiring one year after final ordinance approval is granted by the Board of Trustees.” While this condition was only related to the outdoor storage use, the special use for the truck sales is also included in this new petition since the conditions may need to be modified. The applicant is requesting to permit the uses on a permanent basis.

The hours of operation and business plan have not changed since the prior requests. The petitioner states that the business will be open Monday through Friday, 9:00am to 5:00pm, Saturday from 9:00am to 12:00pm, and closed on Sundays. The petitioner purchases semi-trucks for clients which are transported to the petitioner’s other facility located at 7545 Madison St. After the semi-trucks have been reconditioned, inspected, and detailed, they are taken to the subject site which serves as the sales office. There is no maintenance performed at the subject site.

A detailed analysis of the approved special uses and conditions is below.

### **Special Use - Automobile and Truck and Equipment Sales, Rental, and Service**

The petitioner is requesting a permanent special use to continue the sale of semi-trucks from the subject site. The list of conditions from the prior special use are detailed below. From site visits, aerial imagery, and Google Street View, staff found the business complying with #2, 8, 9, 10, 11, and 12. Additionally, staff has not received complaints about the petitioner’s operations. For conditions #4, 5, and 6, these have been satisfied and may be removed from the permanent special use request if the Commission wishes. Regarding condition #7, while DuPage County Division of Transportation permitted the closure of the Madison St. entrance, they did not recommend the extension of the curb. DuPage County was concerned about elimination of this ingress/egress and how it may impact future users of the property. A metal fence and bollards have been installed, but the curb cut remains. Aerial imagery and Google Street View show vehicles parking in this driveway apron area.

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as Exhibit A.
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No ramps/ balloons/ copy-changing signs, signs on or inside any part of a truck stored on the subject property/ or other attention-getting devices not otherwise permitted by the Burr Ridge Sign Ordinance are permitted on the subject property. These conditions shall supersede any otherwise permitted exemptions provided by Chapter 55 of the Burr Ridge Municipal Code (Sign Ordinance).
4. A black metal fence included as Exhibit B shall be installed along Madison Street. **Staff comment - Completed. May be removed from 2022 special use.**

5. A black metal swinging gate generally matching that of the fence included in Condition #4 shall be installed across the Frontage Road property entrance. **Staff comment - Completed. May be removed from 2022 special use.**
6. A landscaping plan shall be prepared and approved by both staff and the Chairman of the Plan Commission at a later date/ and shall include both a hedgerow and complimenting trees along Madison Street. **Staff comment - Small shrubs and deciduous trees have been provided along Madison St.**
7. The curb along Madison Street shall be extended across the entirety of the Madison Street entrance, with the adjoining space between the street and sidewalk to be landscaped with dirt, grass/ and other landscaping as permitted and required by DuPage County/ all within 12 months of Board approval of the special use. **Staff comment - Not completed/ not recommended by DuPage County Division of Transportation.**
8. No maintenance of trucks shall be performed on the subject property.
9. No rental of vehicles of any kind may be advertised or occur on the subject property.
10. No trailers or other accessories may be parked or stored at any time on the subject property.
11. The business hours shall be 9:00am-5:00pm from Monday-Friday; 9:00am-12:00pm on Saturday; and closed on Sunday.
12. No storage of vehicles not owned by either M&T Trucks or a secured buyer for a vehicle is permitted on the subject property.

### **Special Use - Outdoor, Overnight Storage of Retail Vehicles**

The petitioner is requesting to continue the outdoor and overnight storage of semi-trucks on the subject property on a permanent basis. The list of conditions from the prior special use are detailed below. From site visits, aerial imagery, and Google Street View, staff found the business complying with #5, 6, and 7. Additionally, staff has not received complaints about the petitioner's operations. Regarding condition #4, compliance is difficult to determine without performing a daily site visit of the inventory on the property. Regarding condition #3, DuPage County 2021 GIS aerial imagery shows 27 semi-trucks parked on the property. A Google aerial map dated 2022 shows 29 semi-trucks on the property. A July 2021 Goggle Street View image shows at least 25 semi-trucks parked on the property. A site visit performed in January 2022 found no semi-trucks parked on the property.

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as Exhibit A.
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No more than fourteen (14) semi-truck cabs shall be stored on site at any one time/ and all trucks stored overnight shall be parked in a striped parking space. **Staff comment - Not in compliance. Tri-State Fire Protection District also requests that semi-trucks be limited on the site to allow for emergency vehicle access on the property since the Madison St. ingress/egress is closed.**
4. Individual trucks may not be stored on the subject property for more than seven (7) consecutive days.
5. Any truck stored overnight on the subject property shall be in good working condition.
6. No maintenance of trucks shall be performed on the subject property.
7. No trailers or other accessories may be parked or stored at any time on the subject property.

8. The special use shall be temporary in nature/ expiring one year after final ordinance approval is granted by the Board of Trustees. **Staff comment - Completed. Should be removed if the Commission recommends approval for the use to continue permanently.**

### **Public Hearing History**

Three public hearings were held for the subject property:

- 1998 – Variation for a handicap ramp within a required setback. Approved.
- 2009 – Special use for a full service restaurant with sales of alcoholic beverages. Approved.
- 2020 – Rezoning from B-2 to G-I; text amendment to permit outdoor, overnight storage of retail vehicles ancillary to a permitted or special use as a special use in G-I; special use for automobile and truck and equipment sales, rental, and service; special use for outdoor, overnight storage of retail vehicles ancillary to a permitted or special use. – Approved.

### **Public Comment**

No public comment was received.

### **Findings of Fact and Recommendation**

If the Plan Commission desires to recommend permanent approval of a special use for automobile and truck and equipment sales, rental, and service, staff recommends it be made subject to the following conditions:

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as Exhibit A.
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No ramps/ balloons/ copy-changing signs, signs on or inside any part of a truck stored on the subject property/ or other attention-getting devices not otherwise permitted by the Burr Ridge Sign Ordinance are permitted on the subject property. These conditions shall supersede any otherwise permitted exemptions provided by Chapter 55 of the Burr Ridge Municipal Code (Sign Ordinance).
4. No maintenance of trucks shall be performed on the subject property.
5. No rental of vehicles of any kind may be advertised or occur on the subject property.
6. No trailers or other accessories may be parked or stored at any time on the subject property.
7. The business hours shall be 9:00am-5:00pm from Monday-Friday; 9:00am-12:00pm on Saturday; and closed on Sunday.
8. No storage of vehicles not owned by either M&T Trucks or a secured buyer for a vehicle is permitted on the subject property.

If the Plan Commission desires to recommend permanent approval of a special use for outdoor, overnight storage of retail vehicles ancillary to a permitted or special use, staff recommends it be made subject to the following conditions:

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan included as Exhibit A.

2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No more than fourteen (14) semi-truck cabs shall be stored on site at any one time/ and all trucks stored overnight shall be parked in a striped parking space.
4. Individual trucks may not be stored on the subject property for more than seven (7) consecutive days.
5. Any truck stored overnight on the subject property shall be in good working condition.
6. No maintenance of trucks shall be performed on the subject property.
7. No trailers or other accessories may be parked or stored at any time on the subject property.

### **Appendix**

Exhibit A – Petitioner’s Materials

Exhibit B – Plan Commission meeting minutes from August 17, 2020

Exhibit C – Village Board approving ordinances from September 14, 2020



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

## **SPECIAL USE BURR RIDGE APPLICATION**

**Address – 15W776 N Frontage**

### **DESCRIPTION OF USE**

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

Business hours are as follows:

Monday to Friday, 9 AM – 5 PM.

Saturday, 9 AM – 12 PM.

Sunday CLOSED

### **BUSINESS MODEL**

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

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

### **REASON FOR SPECIAL USE**

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

(Listed in order of closest proximity)

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

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

#### M & T Truck Sales

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

Utilities at the property are adequate.

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

Adequate measures of ingress and egress were taken.

Adequate fire safety and security measures were taken.

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

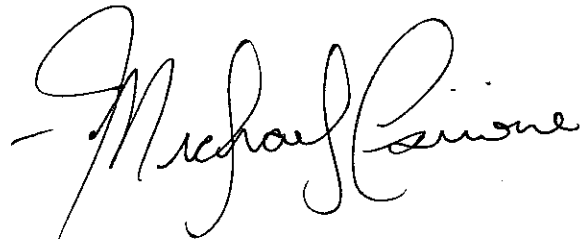
The special use shall, in other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission or, if applicable, the Zoning Board of Appeals.



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

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

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

A handwritten signature in black ink, reading "Michael Simone". The signature is written in a cursive, flowing style. The first name "Michael" is written with a large, looped 'M' and the last name "Simone" is written with a large, looped 'S'.



Findings of Fact – Special Use  
Burr Ridge Zoning Ordinance

Address:

15w776 N Frontage Rd

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

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

**The uses involved in the petition are common to the area and are critical to the economic well-being of the region. Other such truck sales uses are presently permitted in the Village and operate with minimal impact on neighboring properties.**

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

**The use is presently listed as a special use while the Village has recently allowed for much expansion of “outdoor storage” as both a permitted and special use in the G-I General Industrial District. No such detriments could be assigned to this use.**

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

**The special use will not diminish the property values of any adjacent or nearby parcel.**

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

**The special use will not impede development as the neighborhood is already built out.**

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

**Affirmed; no such issues are present at the subject property.**

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

**Affirmed; the petition seeks to close one ingress/egress option to the site, limiting traffic along the main entrance to Burr Ridge, while landscaping will be added along the area to mitigate any visual impacts.**

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

**Affirmed; this use presently exists in the Zoning Ordinance as does elements of the text amendment/special use.**

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

**Affirmed. The special use will work in harmony with the G-I General Industrial District.**

Jan 20, 2022 at 11:43:22 AM  
15W776 N Frontage Rd  
Burr Ridge IL 60527  
United States



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

**NAYS:** 0 – None

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

A **MOTION** was made by Commissioner Farrell and **SECONDED** by Commissioner Petrich to recommend that the Board approve a special use for a site plan and building elevation review for the purpose of erecting a 9,500-square foot, 2-story office building in the T-1 Transitional District as well as the following variations from the Zoning Ordinance: a principal building that exceeds the maximum FAR requirements; insufficient setbacks for a principal building in the corner and rear yards; a trash dumpster located nonadjacent to the rear wall of the principal building; an insufficient number of parking spaces for the specified building usage; an off-street loading berth in a side yard adjoining a street; insufficient setbacks for off-street parking; and off-street parking located in the front yard of the subject property, all subject to the following conditions:

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

**ROLL CALL VOTE** was as follows:

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

**NAYS:** 0 – None

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

**Z-09-2020: 15W776 North Frontage Road (Criscione); Re-Zoning, Special Uses, Text Amendment, and Findings of Fact**

Chairman Trzupek asked for a summary of the petition. Mr. Walter said that the petitioner is Michael Criscione, owner of M&T Trucking located at 7545 Madison Street in unincorporated DuPage County. This petition is intended to replace petition #Z-08-2020. The petitioner requests re-zoning of the subject property from the B-2 Business District to G-I General Industrial, as well as a special use for “automobile and truck and equipment sales, rental, and service”, a text amendment to add “outdoor, overnight storage of retail vehicles ancillary to a permitted or special use” as a special use, and a special use for “outdoor, overnight storage of retail vehicles ancillary



to a permitted or special use” per the aforementioned amendment, all in the G-I General Industrial District. Mr. Walter said the current petition replaced Z-08-2020, which was withdrawn due to a lack of support to permit truck sale uses in the B-2 Business District. Mr. Walter reviewed each of the four requests by the petitioner.

Chairman Trzupsek asked for public comment. There was none.

Commissioner Stratis said that he liked the flagpole that was proposed for the southwest side of the property, and preferred a non-wooden fence.

Commissioner Farrell asked where employees of the business would park. Michael Criscione, petitioner, said that four to five employees and four customers at a time would park along the rear of the principal building. Commissioner Farrell said that in review of the PermaSeal approval, she liked the condition which limited the outdoor parking to those owned by PermaSeal, but understood that the same arrangement was not feasible in this petition due to the nature of the sales business. Commissioner Farrell said that she would want to include a condition that precluded the ability to store trucks that were not owned by the business or in process of being sold. Commissioner Farrell asked about the style of fences in the area. Mr. Walter said that there were not many fences nearby, except for a white vinyl fence at Madison’s Pub and a rail fence at Tamelung’s.

Commissioner Broline said that he had no real concerns about the truck use.

Commissioner Petrich asked how many issues had occurred at the petitioner’s existing business. Mr. Criscione said that he had not experienced a criminal issue on his present property in six years. Commissioner Petrich asked if the proposed swing gate would provide any security. Mr. Criscione said that he would like to have a military-style swing gate that would match the fence placed on the western property line. Commissioner Petrich requested that the business’ hours and a prohibition on rentals be added to the proposed conditions.

Commissioner Parrella said that the landscape plan remained lacking, and felt that an iron bar fence would be appropriate at the site.

Commissioner Irwin said that nothing presented in the petition changed his mind that the business and G-I zoning was inappropriate for the corner.

Commissioner Hoch said she was not motivated to have additional truck sales in Burr Ridge, but also said that there is not always perfect uses for every corner. Commissioner Hoch said that she would not want to see a solid fence along Madison Street. Commissioner Hoch said that this was a higher quality truck use compared to other such uses in town, but did not feel it was completely appropriate. Mr. Criscione said that he did not have any concerns about crime occurring at the subject property, but since there was diverging feedback from the Plan Commission about the style of the fence they wanted, he wanted to offer several options, being open to their suggestions.

Chairman Trzupek said that he wanted to have more of a hard proposal from the petitioner regarding fences and landscaping. Mr. Criscione said that he wanted to have a black metal fence with a flat top. Mr. Criscione apologized for the lack of quality in the landscape plan, but felt that he was not given clear feedback from the Plan Commission at past meetings about whether there was a desire for larger or smaller vegetation, etc.

Commissioner Stratis said that he felt that the subject property's past uses as restaurants were relics of the past, and that Madison Street should not be considered a major arterial from a planning or economic development perspective. Commissioner Stratis said that the rezoning petition was obvious on its merits.

Chairman Trzupek said that he preferred that the Plan Commission retain some level of control over the final landscape plan, even after closing the public hearing.

Commissioner Hoch said that the landscaping plan was irrelevant to her thinking, noting that it was simply the use itself to which she objected.

Commissioner Farrell asked if it were possible to permit truck sales without overnight parking. Mr. Walter said that was possible. Commissioner Farrell felt that the precedent of overnight parking was a big step that the Village should be careful not to cross. Mr. Criscione said that Lyons Truck Sales already set a precedent for the Village. Mr. Walter said that Lyons was granted outdoor parking permission for trucks, etc. in 1980 as a condition of a truck sales use.

Chairman Trzupek asked if it were more palatable to condition the truck sales special use to permit outdoor parking. Mr. Walter said that would be legally feasible. Mr. Walter said that the Plan Commission could partially control setting precedent by creating revised Findings of Fact, such as denoting that the property was located adjacent to a highway and not located adjacent to any other parcels in the Village or near any homes. Commissioner Farrell supported further consideration of this concept.

Commissioner Irwin said that overnight parking was not necessary to accommodate the sales office use. Mr. Criscione disputed Commissioner Irwin's characterization of the business. Chairman Trzupek said that he expected trucks to be kept on the property overnight.

Mr. Criscione said that he had a letter from Madison's Pub who strongly endorsed his business locating at the subject property.

At 9:02pm, a **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Irwin to close the public hearing.

**ROLL CALL VOTE** was as follows:

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

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

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Petrich to recommend that the Board approve a request by Michael Criscione to re-zone the subject property from the B-2 Business District to G-I General Industrial, subject to the Findings of Fact submitted by the petitioner.

**ROLL CALL VOTE** was as follows:

**AYES:** 5 – Stratis, Petrich, Broline, Farrell, and Trzupek

**NAYS:** 2 – Irwin and Hoch

**MOTION CARRIED** by a vote of 5-2.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Petrich to recommend that the Board approve a request by Michael Criscione for a special use for “automobile and truck and equipment sales, rental, and service”, subject to the following conditions:

1. The special use shall be limited to Michael Criscione and his business partners at M&T Trucks, subject to the submitted business and site plan.
2. The special use shall expire if M&T Trucks ceases operations at 15W776 North Frontage Road.
3. No ramps, balloons, copy-changing signs, signs on or inside any part of a truck stored on the subject property, or other attention-getting devices not otherwise permitted by the Burr Ridge Sign Ordinance are permitted on the subject property. These conditions shall supersede any otherwise permitted exemptions provided by Chapter 55 of the Burr Ridge Municipal Code (Sign Ordinance).
4. A black metal fence shall be installed along Madison Street.
5. A black metal swinging gate shall be installed across the Frontage Road property entrance.
6. A landscaping plan shall be prepared and approved by both staff and the Chairman of the Plan Commission at a later date, and shall include both a hedgerow and complimenting trees along Madison Street.
7. The curb along Madison Street shall be extended across the entirety of the Madison Street entrance, with the adjoining space between the street and sidewalk to be landscaped with dirt, grass, and other landscaping as permitted and required by DuPage County. This action shall be completed within 12 months of Board approval of the special use.
8. No maintenance of trucks shall be performed on the subject property.
9. No rental of vehicles of any kind may be advertised or occur on the subject property.
10. No trailers or other accessories may be parked or stored at any time on the subject property.
11. The business hours shall be 9:00am-5:00pm from Monday-Friday, 9:00am-12:00pm on Saturday, and closed on Sunday.
12. No storage of vehicles not owned by either M&T Trucks or a secured buyer for a vehicle is permitted on the subject property.

**ROLL CALL VOTE** was as follows:

**AYES:** 4 – Stratis, Broline, Petrich, and Trzupek

**NAYS:** 3 – Irwin, Hoch, and Farrell

**MOTION CARRIED** by a vote of 4-3.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Broline to recommend that the Board approve a request by Michael Criscione to add “outdoor, overnight storage of retail vehicles ancillary to a permitted or special use” as a special use in the G-I General Industrial District, subject to the Findings of Fact submitted by the petitioner.

**ROLL CALL VOTE** was as follows:

**AYES:** 4 – Stratis, Broline, Petrich, and Trzupek

**NAYS:** 3 – Irwin, Hoch, and Farrell

**MOTION CARRIED** by a vote of 4-3.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Broline to recommend that the Board approve a request by Michael Criscione for a special use for an “outdoor, overnight storage of retail vehicles ancillary to a permitted or special use” as a special use in the G-I General Industrial District as per the amended Zoning Ordinance, subject to the following conditions:

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

Commissioner Stratis said that it was important to note that the Findings of Fact reflect the unique location of the subject property. Commissioner Broline concurred with Commissioner Stratis’ statements.

**ROLL CALL VOTE** was as follows:



**AYES:** 4 – Stratis, Broline, Petrich, and Trzupek  
**NAYS:** 3 – Irwin, Hoch, and Farrell

**MOTION CARRIED** by a vote of 4-3.

#### **IV. CORRESPONDENCE**

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

##### **PC-03-2020: 16W415 99<sup>th</sup> Street (American Castle); Extraterritorial Review of Preliminary Plat of Subdivision**

Chairman Trzupek requested an overview of the petition. Mr. Walter said that the petitioner is American Estate Development of Willowbrook, who is petitioning DuPage County for a 20-unit townhome development at the southern terminus of Jackson Street just east of Route 83. The subject property is located outside of the Village's corporate boundaries; however, the State of Illinois grants the Village legal authority to enforce its subdivision regulations beyond the Village boundaries up to a distance of one and one-half miles. Such a review would allow for an understanding as to the developer's investment in half-street improvements, including a half-street resurfacing, curb, sidewalk, and other items required by the Village Subdivision Ordinance. The Village does not have any rights of review regarding the zoning of said property. Where conflicts or inconsistencies arise between the subdivision code of a Village and the adjacent County, the Illinois Municipal Code provides that such conflicts be resolved by deferring to the most restrictive subdivision ordinance or code in place at the time of review. Therefore, if a municipality has adopted a comprehensive plan extending into those unincorporated areas within one-and-one-half-miles of the Village, the subdivision of such property is legally exempted from "the application of any less restrictive rules or regulations". In summary, the property owner must comply with the most restrictive standards and requirements set forth by both the Village and the County, which in this case, is the Village of Burr Ridge. Staff has reviewed the petition and has found that the subdivision's entire proposed infrastructure meets the standards imposed by the Village's Subdivision Ordinance. Mr. Walter recommended that the Plan Commission retain its right to review and approve the proposed subdivision for compliance with the Village's Subdivision Ordinance, as Village approval of the proposed subdivision will permit collection of school and park impact fees. The Plan Commission may also recommend waiver of said right at any time and allow the development to continue as proposed with no further review or enforcement, including waiving the Village's right to collect any impact fees.

Chairman Trzupek asked for public comment. There was none.

A **MOTION** was made by Commissioner Stratis and **SECONDED** by Commissioner Farrell to recommend that the Board approve a request by American Estate Development for extraterritorial review and preliminary plat of subdivision at 16W415 99<sup>th</sup> Street, subject to the submitted site plans.

**ROLL CALL VOTE** was as follows:

ORDINANCE NO. A-834-13-20

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

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

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

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

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

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

considered said report, findings, and recommendations.

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

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

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

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

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

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

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

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

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

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

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


**AYES:** 5 - Trustees Schiappa, Snyder, Paveza, Franzese, Mital


**NAYS:** 0 - None

**ABSENT:** 1 - Trustee Mottl

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

ATTEST

  
Deputy Village Clerk

  
Mayor

ORDINANCE NO. A-834-14-20

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

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

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

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

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

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

considered said report, findings, and recommendations.

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

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

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

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



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

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

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

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

the Board of Trustees.

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

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


**AYES:** 5 - Trustees Snyder, Mital, Paveza, Franzese,  
Schiappa

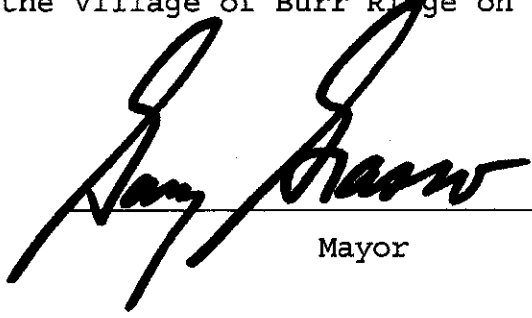
**NAYS:** 0 - None

**ABSENT:** 1 - Trustee Mottl

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

**ATTEST:**

  
Deputy Village Clerk

  
Mayor

## RESOLUTION NO. R-\_\_-22

**A RESOLUTION TO ENDORSE THE DUPAGE MAYORS AND  
MANAGERS CONFERENCE 2022 LEGISLATIVE ACTION PROGRAM**

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**WHEREAS**, the Village of Burr Ridge (the "Village") is a member of the DuPage Mayors and Managers Conference (the "DMMC"); and,

**WHEREAS**, the DMMC develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, and businesses in these municipalities, and the region generally; and,

**WHEREAS**, on January 10, 2022, the DMMC adopted its 2022 Legislative Action Program, attached hereto as Exhibit A, and,

**WHEREAS**, the Village will be individually benefitted by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village regarding legislative positions that may be represented in an official capacity or on behalf of the Village.

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

**Section 1:** The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2:** The Village hereby adopts as its legislative positions and priorities for the 2022 Legislative Session the positions, goals, and principles of the DMMC's 2022 Legislative Action Program, a copy of which is attached hereto as Exhibit A and made a part hereof.

**Section 3:** The Village shall forward a copy of this resolution to the DMMC, to all state and federal legislators representing the Village, to Governor Pritzker, and to other officials as necessary.

**Section 4:** That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

**ADOPTED** this 28<sup>th</sup> day of February, 2022, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 28<sup>th</sup> day of February, 2022, by the Mayor of the Village of Burr Ridge.

---

Mayor

ATTEST:

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Village Clerk

EXHIBIT A  
2022 LEGISLATIVE ACTION PROGRAM



## DuPage Mayors & Managers Conference 2022 Legislative Action Program

Representing more than one million residents by advocating for sound public policy initiatives, the DuPage Mayors and Managers Conference (DMMC) promotes effective local government, fosters intergovernmental cooperation, and finds innovative solutions to make local government operate more effectively for residents.

### DMMC 2022 Legislative Priorities

<b>Preserve Local Authority</b>	<b>Ensure Sustainable Municipal Budgets</b>
to allow municipalities to serve the distinct needs of their residents and businesses.	to fund police, fire, public works, infrastructure, and other essential municipal services.
<ul style="list-style-type: none"><li>• Protect qualified immunity to ensure local governments are not unduly liable for municipal officials discharging their duties in accordance with existing policy.</li><li>• Preserve Tax Increment Financing (TIF) authority to ensure municipalities complete redevelopment projects and continue investment in local economic development.</li><li>• Remove restrictions on non-home rule municipalities to utilize hotel/motel and locally-imposed sales tax revenue.</li><li>• Permit non-home rule municipalities to implement and utilize locally imposed motor fuel taxes (MFT) consistent with Cook County non-home rule municipalities.</li></ul>	<ul style="list-style-type: none"><li>• Return the Local Government Distributive Fund to 10% to fund critical services such as police and fire protection, garbage pick-up, road maintenance, and snow removal.</li><li>• Extend the amortization period for public safety pensions to 2050 to align with other state and Chicago-based funds, providing additional time to plan and fund increases in annual required contributions.</li><li>• Repeal the state administrative fee on locally imposed sales taxes.</li><li>• Allow application of hotel/motel taxes to stays of 30 days or longer.</li></ul>

### Advocate for Municipal Interests

Pension Reform  
Workers' Compensation Reform  
Non-Home Rule Equity  
Infrastructure Funding

DuPage Mayors and Managers Conference | 1220 Oak Brook Road | Oak Brook, IL  
For more information on DMMC's legislative priorities, contact Suzette Quintell at [squintell@dmmc-cog.org](mailto:squintell@dmmc-cog.org).

## RESOLUTION NO. R-\_\_-22

A RESOLUTION APPROVING THE ANNUAL PUBLICATION OF THE  
VILLAGE OF BURR RIDGE ZONING MAP

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WHEREAS, Illinois State Statutes require the annual publication of municipal zoning maps; and,

WHEREAS, the Zoning Map attached hereto accurately reflects the zoning of all property within the corporate limits of the Village of Burr Ridge as of January 1, 2022.

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

**Section 1:** That the attached **Exhibit A** is approved for publication as the Village of Burr Ridge Zoning Map.

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

ADOPTED this 28<sup>th</sup> day of February 2022, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 28<sup>th</sup> day of February 2022, by the Mayor of the Village of Burr Ridge.

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Mayor

ATTEST:

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Village Clerk

# Exhibit A



## Zoning District Map

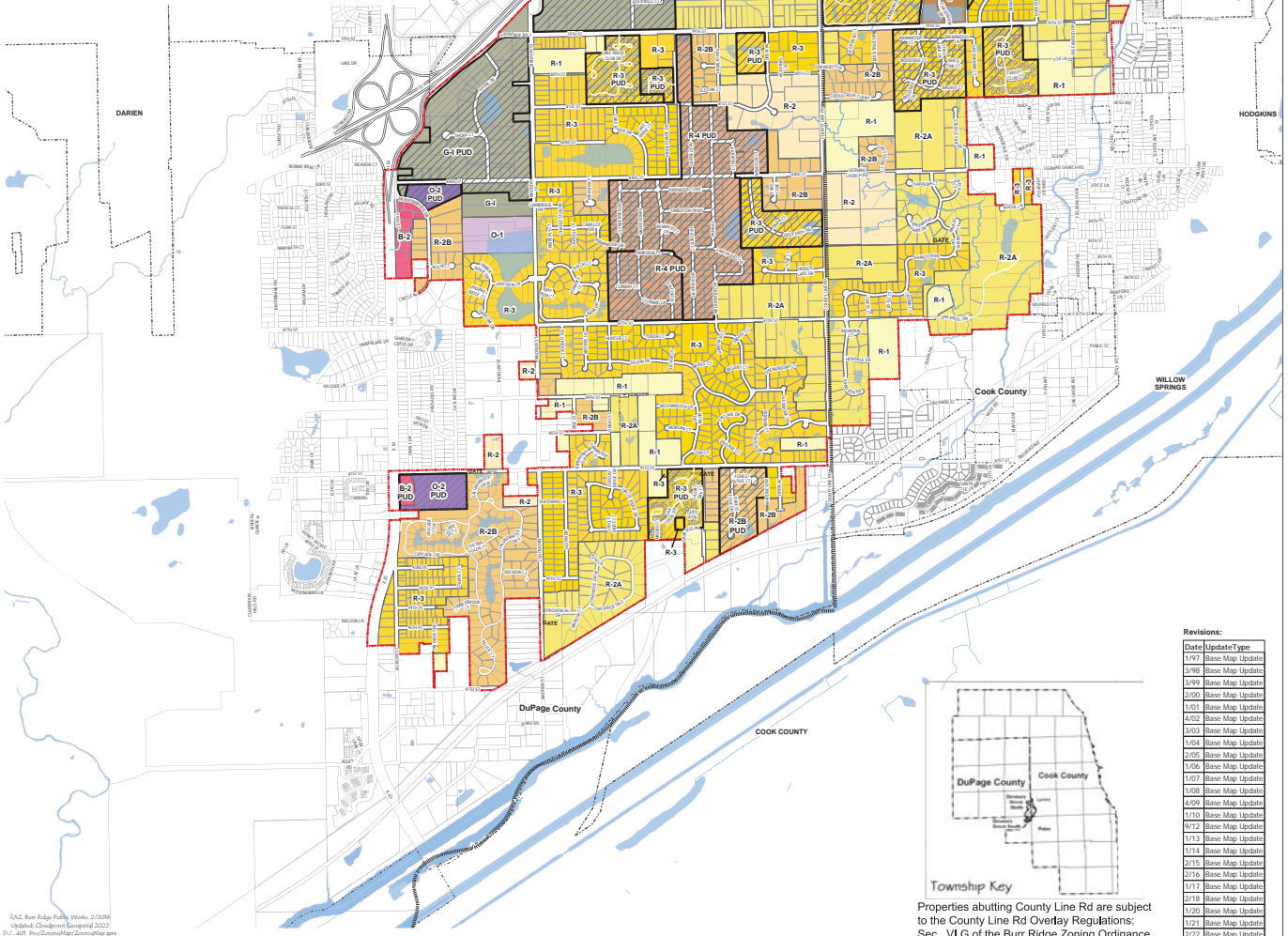
Prepared for the Burr Ridge Board of Trustees on February 08, 2022

### Zoning District Classifications

- R-1: Single Family Residence 5.0 Acres
- R-2: Single Family Residence 2.0 Acres
- R-2A: Single Family Residence 40,000 ft<sup>2</sup>
- R-2B: Single Family Residence 30,000 ft<sup>2</sup>
- R-3: Single Family Residence 20,000 ft<sup>2</sup>
- R-4: Single Family Residence 20,000 ft<sup>2</sup> or PUD
- R-5: Residential District (80 Ac. Minimum)
- R-6: Residential and Congregate Care
- B-1: Retail Business
- B-2: General Business
- T-1: Transitional
- R-A: Research-Assembly
- L-1: Light Industrial
- G-1: General Industrial
- O-1: Small Scale Office District
- O-2: Office & Hotel
- Planned Unit Development
- Pre-Annexation Agreement

- Burr Ridge Corporate Limits
- Other Village Limits
- County Boundary
- Surface Water

0 0.25 0.5 0.75 1 Miles



### Revisions:

Date	Update	Type
1/97	Base Map	Update
3/98	Base Map	Update
3/99	Base Map	Update
2/00	Base Map	Update
1/01	Base Map	Update
4/02	Base Map	Update
3/03	Base Map	Update
1/04	Base Map	Update
2/05	Base Map	Update
1/06	Base Map	Update
1/07	Base Map	Update
1/08	Base Map	Update
4/09	Base Map	Update
1/10	Base Map	Update
9/12	Base Map	Update
1/13	Base Map	Update
1/14	Base Map	Update
2/15	Base Map	Update
2/16	Base Map	Update
1/17	Base Map	Update
2/18	Base Map	Update
1/20	Base Map	Update
1/21	Base Map	Update
2/22	Base Map	Update

Township Key  
Properties abutting County Line Rd are subject to the County Line Rd Overlay Regulations: Sec. VI.G of the Burr Ridge Zoning Ordinance.



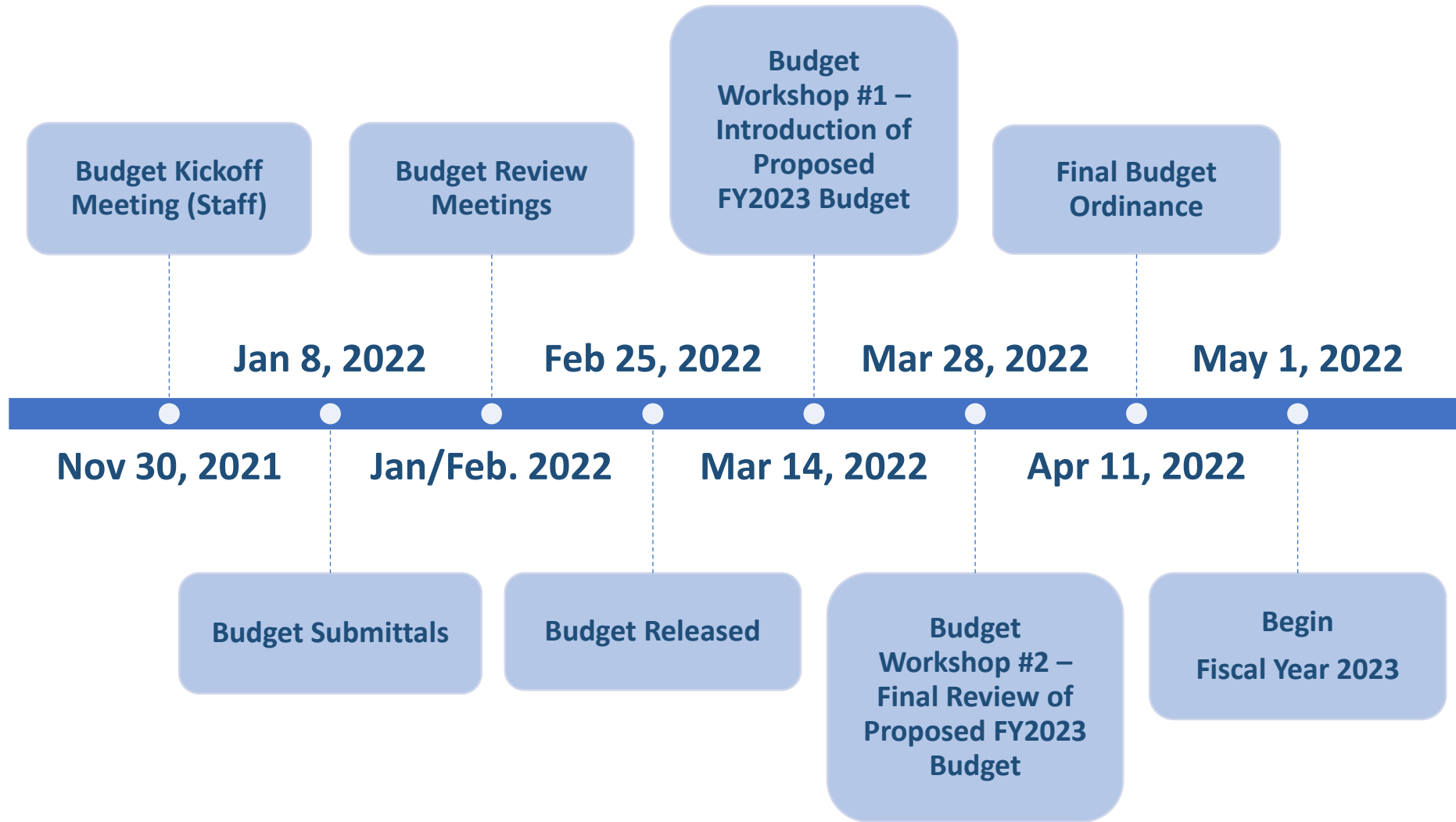
# Annual Budget Report

Village of Burr Ridge  
Fiscal Year 2023





# BUDGET SCHEDULE



# REVIEW AND ADOPTION PROCESS

## ***March 14 – Presentation of Proposed FY2023 Budget***

- ✓ High-level review of overall budget
- ✓ Educational/Informational
- ✓ Opportunity for discussion and direction at conclusion

## ***March 28 (7pm / regular meeting) – Follow up budget discussion***

- ✓ Revised fund-level budget update
- ✓ In-depth / detail
- ✓ Last opportunity for public feedback prior to Budget Hearing

## ***April 11 (7pm / regular meeting)***

- ✓ Public Hearing → Adoption of Budget Ordinance
- ✓ No additional changes accepted at this meeting



# FINANCIAL GOALS & BUDGET PRINCIPLES

General Fund - *minimum unreserved fund balance of 20% of current fiscal year's recurring operating expenditures; current expenditures are paid with current revenues*

- The FY2023 General Fund complies with Board policy.

Police Pension Fund - *annually contribute 100% of the Illinois statutory minimum required contribution to the Pension Fund*

- The FY2023 Budget complies with Board policy.

Zero-Based Budgeting – *budget is built from ground up; all expenditure requests must be reviewed and justified while past patterns of spending are not considered “given”*



# FISCAL SUMMARY

## ***Diverse and Sustainable Revenue Sources***

- ✓ No General Fund revenue generates greater than 20% of total General Fund Revenue; approximately 50% of individual General Fund revenue sources generate more than \$150,000 each
- ✓ One-time revenue sources are above-and-beyond; no reliance on grants, ARPA, fund balance, etc. to fulfill basic obligations
- ✓ Water and sewer utility revenue is well-balanced w/ mix of residential/commercial customers

## ***Flexible Position***

- ✓ Approximately \$4 million in unreserved fund balance in the General Fund with significant fund balance available in Capital Improvements Fund, Business District Fund, and Sewer Fund
- ✓ Police Pension Fund approximately 70% funded with 24% fund value increase since 2020
- ✓ Village carries no long-term debt after payoff of Police Station bonds in FY2022

## ***Priority and Quality at Value***

- ✓ Village portion of property tax bill approximately 1.5% of total bill
- ✓ Minimal resident fees (no vehicle stickers, free downtown parking, etc.) while other rates of service remain competitive
- ✓ High-quality services with broad, deep, and agile staff across all departments

**STRUCTURALLY SOUND FINANCIAL ARCHITECTURE**



# FY2023 BUDGET OVERVIEW

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Total Revenues All Funds - \$22,178,367

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Total Expenditures All Funds - \$21,877,314

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Projected fund balance in General Fund @ April 30, 2023 - \$5,831,393, or 64.6% of FY2023 recurring operating expenditures

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Revenues returning to pre-pandemic levels

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Minimal property tax levy increase of \$19,783; levy for Police Pension Fund contribution \$23,997 more than statutory required minimum

---

Salaries/Benefits approximately \$7.4 million – largest expenditure category across all funds; annual increase of approximately 1.8% from FY2020 actual to FY2023 budget

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FY2023 CIP spending (including engineering costs) totals \$3,307,540, with nearly \$20 million planned through FY2028

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# FY2023 BUDGET OVERVIEW

## Presentation Changes

### ✓ Debt Service Fund

- Closed as of April 30, 2022; outstanding general obligation bond debt paid in full

### ✓ Information Technology Replacement Fund

- Collapsed as of April 30, 2022, moving forward activity will be reflected in the General
- Remaining fund balance transferred to General Fund
- Water and Sewer Funds will continue to contribute to the Village's overall technology spending via an operating transfer to the General Fund

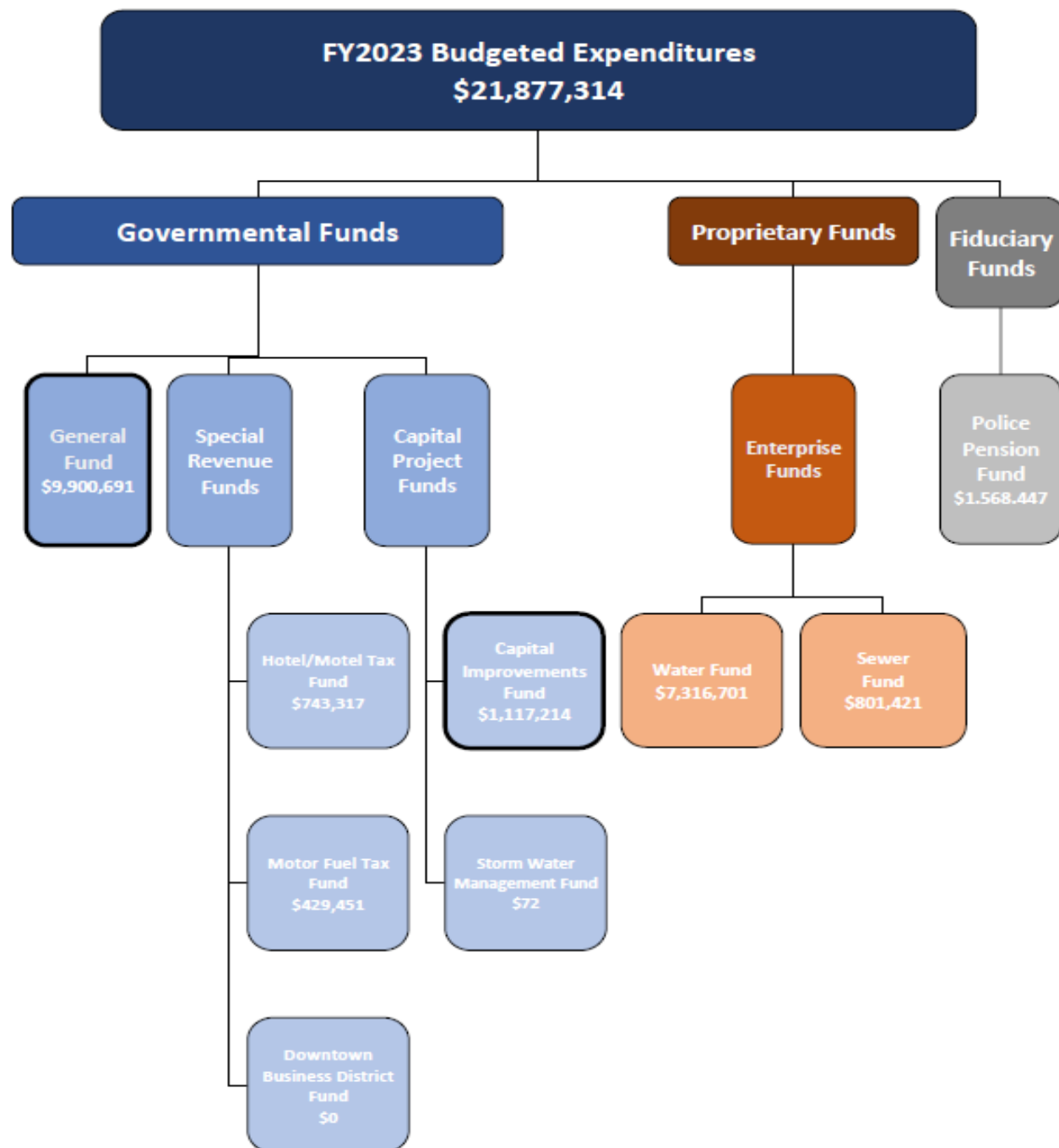
### ✓ Sidewalk/Pathway and Equipment Replacement Funds

- Collapsed as of April 30, 2022, moving forward activity will be reflected in the Capital Improvements Fund
- Remaining fund balance transferred to the Capital Improvements Fund

### ✓ Downtown Business District Fund

- New fund created to account for the financial activity of the recently formed Downtown Business District







Village of Burr Ridge, Illinois  
Fiscal Year 2023 Budget  
*Fund Balance Analysis*

	Projected Fund Balance FY2022	Budgeted Revenues	Budgeted Expenditures	Projected Fund Balance FY2023
General Operating General Fund	\$ 5,421,959	10,310,125	\$ 9,900,691	\$ 5,831,393
Special Revenue				
Motor Fuel Tax Fund	501,079	545,257	429,451	616,885
Hotel/Motel Tax Fund	161,271	627,820	743,317	45,774
Business District Fund	161,543	566,378	-	727,921
Capital Projects				
Capital Improvements Fund	578,743	1,105,153	1,117,214	566,682
Sidewalks/Pathway Fund	-	-	-	-
Equipment Replacement Fund	-	-	-	-
Storm Water Management Fund	18,171	12,000	72	30,099
Debt Service				
Debt Service Fund	-	-	-	-
Enterprise				
Water Fund	1,121,665	6,981,732	7,316,701	786,696
Sewer Fund	1,348,962	638,801	801,421	1,186,342
Internal Service				
Information Technology Fund	-	-	-	-
Fiduciary				
Police Pension Fund	24,297,117	1,391,101	1,568,447	24,119,771
<b>TOTAL ALL FUNDS</b>	<b>\$ 33,610,509</b>	<b>\$ 22,178,367</b>	<b>\$ 21,877,314</b>	<b>\$ 33,911,562</b>







Village of Burr Ridge, Illinois  
Fiscal Year 2023 Budget  
*Changes in Fund Balance*

	Audited Fund Balance FY2020	Audited Fund Balance FY2021	Projected Fund Balance FY2022	Projected Fund Balance FY2023
<b>General Operating</b>				
General Fund	\$ 5,318,930	\$ 5,594,520	\$ 5,421,959	\$ 5,831,393
<b>Special Revenue</b>				
Motor Fuel Tax Fund	10,286	387,194	501,079	616,885
Hotel/Motel Tax Fund	238,242	180,738	161,271	45,774
Business Development Fund	-	-	161,543	727,921
<b>Capital Projects</b>				
Capital Improvements Fund	214,740	297,228	578,743	566,682
Sidewalks/Pathway Fund	384,498	161,708	-	-
Equipment Replacement Fund	330,451	288,181	-	-
Storm Water Management Fund	3,605	23,317	18,171	30,099
<b>Debt Service</b>				
Debt Service Fund	4,884,205	4,804,915	-	-
<b>Enterprise</b>				
Water Fund	690,066	710,551	1,121,665	786,696
Sewer Fund	1,710,069	1,696,637	1,348,962	1,186,342
<b>Internal Service</b>				
Information Technology Fund	291,866	344,697	-	-
<b>Fiduciary</b>				
Police Pension Fund	18,914,901	23,625,869	24,297,117	24,119,771
<b>TOTAL ALL FUNDS</b>	<b>\$ 32,991,858</b>	<b>\$ 38,115,554</b>	<b>\$ 33,610,509</b>	<b>\$ 33,911,562</b>



# PERSONNEL OVERVIEW

Total full-time and part-time positions reflected in the FY2023 budget, as well full-time equivalent allocations, by department are reflected below, along with a comparison to FY2021 actual and FY2022 projected.

DEPARTMENT	FY2021 Actual			FY2022 Projected			FY2023 Budget		
	FT	PT	FTE	FT	PT	FTE	FT	PT	FTE
Boards & Commissions	-	9.00	-	-	9.00	-	-	9.00	
Administration	7.00	3.00	8.50	4.00	3.00	5.50	4.00	3.00	5.50
Finance	4.00	1.00	4.50	2.00	-	2.00	2.00	-	2.00
Police	31.00	-	31.00	31.00	-	31.00	32.00	-	32.00
Public Works	15.00	2.00	16.00	18.00	3.00	19.50	18.00	4.00	19.50
<b>Total Personnel</b>	<b>57.00</b>	<b>15.00</b>	<b>60.00</b>	<b>55.00</b>	<b>15.00</b>	<b>58.00</b>	<b>56.00</b>	<b>16.00</b>	<b>59.00</b>
*Includes personnel charge to General Fund - Public Works Department, Water Fund and Sewer Fund									

Position changes reflected in the FY2023 budget as compared to the FY2022 budget include –

- ✓ Outsourcing of the management of the Village's finance function through elimination of the Finance Director and Assistant Finance Director positions
- ✓ Elimination of a Planner position and the addition of a Community Development Director position
- ✓ Integration of Community Development Division into Public Works Department (five positions)
- ✓ Addition of one Deputy Chief position in Police
- ✓ Addition of one part-time position in Administration



# CAPITAL IMPROVEMENT PLAN

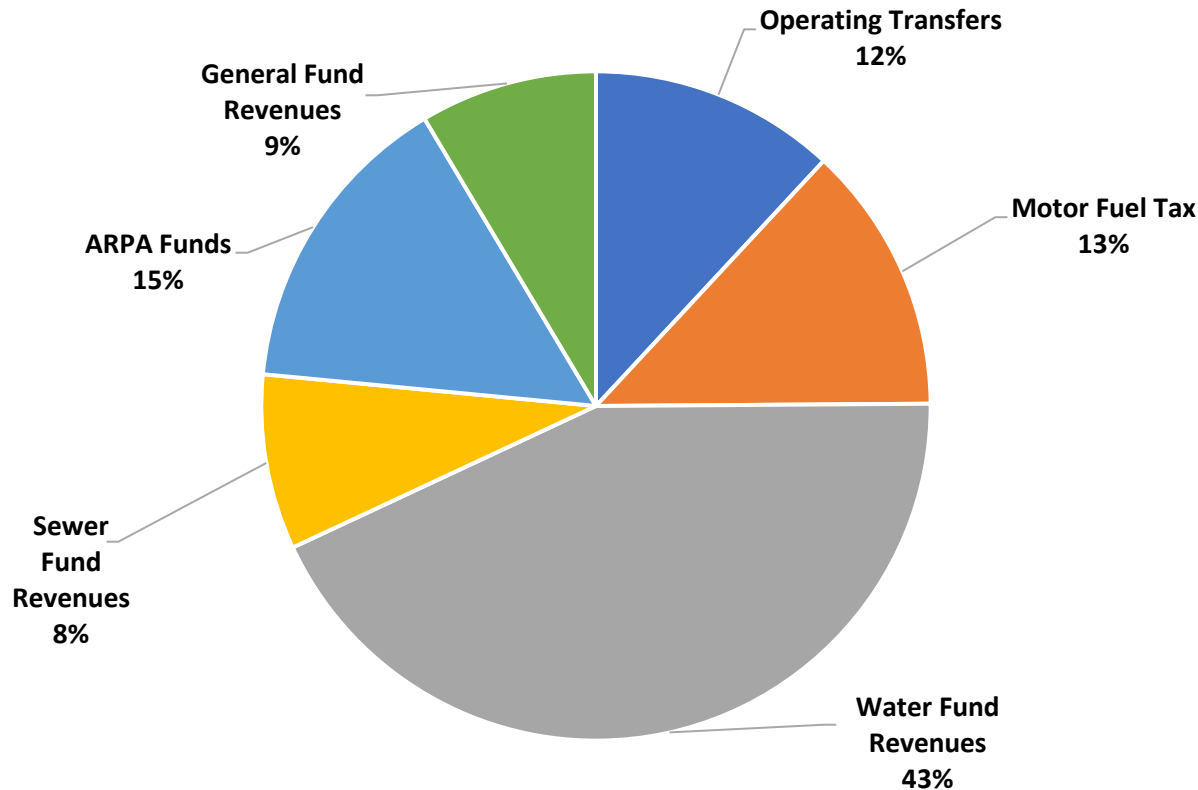
In compliance with the Village's Capital Asset Policy, a multi-year Capital Improvement Plan (CIP) has been developed identifying capital projects that support the Village's strategic goals. The annual capital budget, derived from the multi-year CIP, authorizes and provides the basis for control of the expenditures related to the plan.

	FY2023	FY2024	FY2025	FY2026	FY2027	TOTAL
Road Improvements	\$ 793,300	\$ 1,517,700	\$ 1,833,280	\$ 1,000,000	\$ 1,176,500	\$ 6,320,780
Facility Improvements	105,000	-	-	-	-	105,000
Vehicles & Equipment	138,315	-	20,000	301,600	31,000	490,915
Sidewalk/Pathway Improvements	125,000	-	-	-	-	125,000
Storm Water Management Improvements	-	550,000	-	-	-	550,000
Water System Improvements	1,307,500	3,938,000	260,000	2,810,000	1,390,000	9,705,500
Sewer System Improvements	360,000	160,000	180,000	220,000	100,000	1,020,000
Technology Enhancements	478,425	70,000	70,000	70,000	70,000	758,425
<b>Total</b>	<b>\$ 3,307,540</b>	<b>\$ 6,235,700</b>	<b>\$ 2,363,280</b>	<b>\$ 4,401,600</b>	<b>\$ 2,767,500</b>	<b>\$ 19,075,620</b>



# CAPITAL IMPROVEMENT PLAN

- FY2023 capital projects are reflected in the General, Capital Improvement, Water and Sewer Funds
- Funding sources for FY2023 capital projects include the following –



# AMERICAN RESCUE PLAN ACT (ARPA)

The Village's direct ARPA funds allocation \$1,463,000 and can be broadly spent to improve Village infrastructure, facilities, cybersecurity, etc.

The Village is not permitted to use the money to replenish fund balance or directly retire debt or apply to pension funds.

Note – Staff recently received notification that the Village secured a \$785,000 grant for the Elm Street Culvert project, significantly reducing the Village's net cost of this project. Staff is currently assessing alternate uses for the remaining uncommitted ARPA funds. Final proposals will be submitted as part of the March 28 budget workshop.

Project	FY22	FY23	FY24
Brush Chipper / Stump Grinder	\$143,000		
Kraml Drive Pathway Replacement		\$125,000	
Utilities Pipehunter Jetter & Trailer		\$160,000	
Police Station Technology Upgrades		\$208,000	
Elm Street Culvert Replacement			\$228,000
79th Street Pathway Replacement			\$200,000
<i>Uncommitted Funds</i>	<i>\$400,000</i>		



# GENERAL FUND

Primary operating fund, accounting for all financial resources, except those required to be accounted for in a separate fund.

FY2022 seeing record revenue levels; FY2023 revenues amount to \$9,935,125, net of interfund transfers, or approximately 44% of the Village's total FY2023 revenues.

FY2023 personnel costs as a percentage of total General Fund operating expenditures are fairly consistent with FY2020 levels with minimal growth in overall costs.

ARPA funding (a one-time revenue source) is less than 2% of General Fund revenue.

Information Technology Fund collapsed at the end of FY2022, remaining fund balance transferred to the General Fund. All future information Technology costs will be recorded in the General Fund under the Information Technology Department.





	FY2020 Actual	FY2021 Actual	FY2022 Amended Budget	FY2022 Projected	FY2023 Budget
<b>Revenues</b>					
Taxes	\$ 5,742,989	\$ 5,646,015	\$ 5,748,980	\$ 6,318,221	\$ 6,482,932
Licenses	52,204	51,252	77,785	20,975	86,270
Permits And Fees	413,316	402,832	376,875	372,811	379,000
Intergovernmental	1,194,826	1,710,227	1,228,313	1,468,704	1,709,141
Charges For Services	662,631	726,840	667,170	690,120	650,810
Fines And Forfeitures	121,292	92,053	130,000	123,000	126,000
Cost Recoverable	252,400	85,626	275,575	97,154	79,500
Miscellaneous Revenues	224,389	225,112	448,890	389,647	339,472
Other	6,040	39,025	110,000	77,000	82,000
<b>Total Revenues</b>	<b>\$ 8,670,086</b>	<b>\$ 8,978,983</b>	<b>\$ 9,063,588</b>	<b>\$ 9,557,632</b>	<b>\$ 9,935,125</b>
<b>Expenditures</b>					
Personnel Services	6,145,187	5,948,194	6,384,235	6,298,335	6,498,825
Contractual Services	1,685,209	1,774,358	1,883,398	1,737,725	2,001,405
Commodities	295,431	388,161	370,645	348,377	453,020
Capital Outlay	141,924	52,550	77,375	11,875	491,740
Other Expenditures	73,155	71,810	84,626	67,702	67,035
<b>Total Expenditures</b>	<b>\$ 8,340,906</b>	<b>\$ 8,235,073</b>	<b>\$ 8,800,279</b>	<b>\$ 8,464,014</b>	<b>\$ 9,512,025</b>
<b>Excess (Deficiency) of</b>					
<b>Revenues Over Expenditures</b>	<b>329,181</b>	<b>743,911</b>	<b>263,309</b>	<b>1,093,618</b>	<b>423,100</b>
<b>Other Financing Sources (Uses)</b>					
Transfers (In)	-	-	-	279,638	375,000
Transfers (Out)	(235,655)	(390,000)	(497,000)	(1,545,818)	(388,666)
Adjustment to Basis of Presentation*	184,548	(78,320)	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (51,107)</b>	<b>\$ (468,320)</b>	<b>\$ (497,000)</b>	<b>\$ (1,266,180)</b>	<b>\$ (13,666)</b>
<b>Net Change in Fund Balance</b>	<b>278,074</b>	<b>275,590</b>	<b>(233,691)</b>	<b>(172,562)</b>	<b>409,434</b>
<b>Beginning Fund Balance</b>	<b>5,040,856</b>	<b>5,318,930</b>	<b>5,594,520</b>	<b>5,594,520</b>	<b>5,421,959</b>
<b>Ending Fund Balance</b>	<b>\$ 5,318,930</b>	<b>\$ 5,594,520</b>	<b>\$ 5,360,829</b>	<b>\$ 5,421,959</b>	<b>\$ 5,831,393</b>



# GENERAL FUND TREND ANALYSIS

	FY2020 Actual	FY2021 Actual	FY2022 Amended	FY2022 Projected	FY2023 Budget	FY20 - FY23
<b>Revenue</b>						
Sales Tax	\$ 2,362,165	\$ 2,329,373	\$ 1,933,550	\$ 2,410,000	\$ 2,475,000	\$ 112,835
Place of Eating	\$ 360,774	\$ 261,922	\$ 323,230	\$ 380,000	\$ 465,000	\$ 104,226
State Income Tax	\$ 1,144,430	\$ 1,210,455	\$ 1,161,200	\$ 1,401,499	\$ 1,405,603	\$ 261,173
Property Tax	\$ 1,212,592	\$ 1,292,340	\$ 1,299,106	\$ 1,318,886	\$ 1,338,669	\$ 126,077
Utility Tax	\$ 1,535,123	\$ 1,496,239	\$ 1,452,680	\$ 1,502,000	\$ 1,457,000	\$ (78,123)
Other	\$ 2,048,962	\$ 2,310,334	\$ 2,893,822	\$ 2,545,247	\$ 2,793,853	\$ 744,891
<b>TOTAL</b>	<b>\$ 8,664,046</b>	<b>\$ 8,900,663</b>	<b>\$ 9,063,588</b>	<b>\$ 9,557,632</b>	<b>\$ 9,935,125</b>	<b>\$ 1,271,079</b>
<b>Expenditures</b>						
Personnel	\$ 6,145,187	\$ 5,948,194	\$ 6,384,235	\$ 6,298,335	\$ 6,498,825	\$ 353,638
Contractual	\$ 1,685,209	\$ 1,774,358	\$ 1,883,398	\$ 1,737,725	\$ 2,001,405	\$ 316,196
Commodities	\$ 295,431	\$ 388,161	\$ 370,645	\$ 348,377	\$ 453,020	\$ 157,589
Capital	\$ 141,924	\$ 52,550	\$ 77,375	\$ 11,875	\$ 491,740	\$ 349,816
Other	\$ 73,155	\$ 71,810	\$ 84,626	\$ 67,702	\$ 67,035	\$ (6,120)
<b>TOTAL</b>	<b>\$ 8,340,906</b>	<b>\$ 8,235,073</b>	<b>\$ 8,800,279</b>	<b>\$ 8,464,014</b>	<b>\$ 9,512,025</b>	<b>\$ 1,171,119</b>
Transfers In	\$ -	\$ -	\$ -	\$ 279,638	\$ 375,000	
Transfers Out	\$ (235,655)	\$ (390,000)	\$ (497,000)	\$ (1,545,818)	\$ (388,666)	
<b>Beginning Fund Balance</b>	<b>\$ 5,040,856</b>	<b>\$ 5,318,930</b>	<b>\$ 5,594,520</b>	<b>\$ 5,594,520</b>	<b>\$ 5,421,959</b>	<b>\$ 381,103</b>
<b>Ending Fund Balance</b>	<b>\$ 5,318,930</b>	<b>\$ 5,594,520</b>	<b>\$ 5,360,829</b>	<b>\$ 5,421,959</b>	<b>\$ 5,831,393</b>	<b>\$ 512,463</b>





# BOARDS & COMMISSIONS

- ✓ Reflects all spending related to the legislative functions of the Village, including those attributable to the Board of Trustees and its designated boards, commissions, and committees, legal services, intergovernmental membership and coordination, and specific events
- ✓ Eight part-time elected officials (Mayor, Trustees (6), and Clerk) and one part-time staff liaison to the BFPC

	FY2020 Actual	FY2021 Actual	FY2022 Amended Budget	FY2022 Projected	FY2023 Budget
Personnel Services	\$43,999	\$37,046	\$52,095	\$50,020	\$50,070
Contractual Services	197,375	253,696	181,440	177,312	150,445
Commodities	250	2,396	800	500	250
Other Expenditures	62,793	58,722	72,226	54,731	53,680
Transfers	8,405	-	-	-	-
<b>Total – Board &amp; Commissions</b>	<b>\$312,822</b>	<b>\$ 351,911</b>	<b>\$ 306,561</b>	<b>\$ 282,563</b>	<b>\$ 254,448</b>



# ADMINISTRATION DEPARTMENT

- ✓ Responsible for providing leadership, direction, coordination, and resources to all Village department to carry out the Board's policy decisions
- ✓ Directly responsible for human resources, information technology, risk management, labor relations, community engagement, FOIA, and special events
- ✓ Four (4) full-time and three (3) part-time employees

	FY2020 Actual	FY2021 Actual	FY2022 Amended Budget	FY2022 Projected	FY2023 Budget
Personnel Services	\$ 593,370	\$ 641,518	\$ 563,530	\$ 563,775	\$ 455,486
Contractual Services	243,343	150,363	138,179	180,001	5,241
Commodities	4,273	21,450	10,450	3,759	7,100
Transfers	24,080				
<b>Total - Administration</b>	<b>\$ 865,067</b>	<b>\$ 813,331</b>	<b>\$ 712,159</b>	<b>\$ 747,535</b>	<b>\$ 467,827</b>



# BUDGET HIGHLIGHTS

## ***FY2022***

- ✓ Processed over 450 permit applications, highest total in over ten years
- ✓ Expanded Village communications (new website, Oak Leaf, social media presence, etc.)
- ✓ Managed staffing reorganization in Finance (consultancy staffing) and Public Works (addition of Community Development)

## ***FY2023***

- ✓ Oversee implementation of the “Foundation Burr Ridge” CIP planning and documentation
- ✓ Create long-term Village facilities plan
- ✓ Implement Downtown Business Development District
- ✓ Revise the Village’s Personnel Manual and other guiding policy documents
- ✓ Expand Village special event offerings



# FINANCE DEPARTMENT

- ✓ Responsible for planning, organizing, and directing the financial activities of the Village, including accounting, payroll, payables, receivables, utility billing, cash management, investments, debt management, tax levy, auditing, and budgeting
- ✓ Two (2) full-time and two (2) third party consultants

	FY2020 Actual	FY2021 Actual	FY2022 Amended Budget	FY2022 Projected	FY2023 Budget
Personnel Services	\$271,371	\$282,494	\$267,559	\$189,411	\$70,896
Contractual Services	70,092	59,498	205,564	145,671	163,785
Commodities	1,475	1,239	6,000	150	1,000
Transfers	16,770				
<b>Total - Finance</b>	<b>\$359,708</b>	<b>\$343,231</b>	<b>\$480,223</b>	<b>\$335,232</b>	<b>\$235,681</b>



# BUDGET HIGHLIGHTS

## ***FY2022***

- ✓ Partially transitioned staffing model from full-time staff to consultant, saving Village approximately \$150,000
- ✓ Received GFOA ACRF and Budget awards

## ***FY2023***

- ✓ Assist in implementation of the “Foundation Burr Ridge” CIP planning and documentation
- ✓ Implement revised Long-Term Financial Forecast
- ✓ Review and update Village financial policies
- ✓ Submit annual budget and audit for GFOA award programs
- ✓ Apply for the GFOA Popular Annual Financial Report award
- ✓ Review Police Pension long-term funding policy and analysis
- ✓ Review accounting processes and implement changes for better efficiency and accountability



# POLICE DEPARTMENT

- ✓ Responsible for providing public safety protection to residents and businesses of the community
- ✓ Structured in four divisions - Patrol, Investigations, Records, and Community Policing
- ✓ Member of the DuPage County Metropolitan Emergency Response and Investigative Team (MERIT), the Northern Illinois Police Alarm System (NIPAS), as well as a partnership in the Cook County LiveScan Computerized Booking System (CABS)
- ✓ Thirty-two (32) full-time employees (28 sworn, 4 civilian)

	FY2020 Actual	FY2021 Actual	FY2022 Amended Budget	FY2022 Projected	FY2023 Budget
Personnel Services	\$ 4,432,881	\$4,235,905	\$4,757,896	\$4,701,506	\$4,790,561
Contractual Services	465,974	356,658	467,564	447,225	463,638
Commodities	61,629	75,510	85,670	108,495	145,070
Capital Outlay	125,765	8,677	32,375	3,875	145,740
Transfers	49,160				
<b>Total - Police</b>	<b>\$5,135,409</b>	<b>\$4,676,750</b>	<b>\$5,343,505</b>	<b>\$5,261,101</b>	<b>\$5,545,009</b>



# BUDGET HIGHLIGHTS

## FY2022

- ✓ Implemented administrative adjudication and Community Service Officer (CSO) programs into department structure
- ✓ Continued Fleet Leasing Transition w/ Chevy Tahoe Model
- ✓ Completed annual compliance review for CALEA Accreditation

## FY2023

- ✓ Add second Deputy Chief to the rank structure; one DC overseeing Operations/Patrol with another DC overseeing Support Services
- ✓ Implement Body Worn Cameras in Compliance with State Mandate
- ✓ Upgrade Fleet Computer Systems
- ✓ Upgrade Police Station Security Access Systems



# PUBLIC WORKS DEPARTMENT

- ✓ Responsible for planning, zoning, permitting, economic development, construction, management, repair and maintenance of the infrastructure, right-of-way, buildings, land, and other assets
- ✓ Structured in four divisions - Community Development, Operations, Municipal Land/Forestry, and Water and Wastewater
- ✓ Eighteen (18) full-time and four (4) part-time employees, plus one to three seasonal employees depending on time of year

	FY2020 Actual	FY2021 Actual	FY2022 Amended Budget	FY2022 Projected	FY2023 Budget
Personnel Services	\$799,759	\$747,762	\$739,555	\$790,236	\$1,124,412
Contractual Services	349,967	458,654	643,901	606,246	695,087
Commodities	202,898	245,898	259,525	227,473	263,600
Capital Outlay	10,117	11,364	45,000	8,000	276,000
Transfers	22,240	-	12,000	12,000	-
<b>Total – Public Works</b>	<b>\$1,384,981</b>	<b>\$1,463,678</b>	<b>\$1,699,981</b>	<b>\$1,653,955</b>	<b>\$2,359,099</b>





# BUDGET HIGHLIGHTS

## **FY2022**

- ✓ Mobilized and mitigated Father's Day Tornado
- ✓ Integrated Community Development Division into Public Works organizational structure

## **FY2023**

- ✓ Assist in implementation of the "Foundation Burr Ridge" CIP planning and documentation
- ✓ Pursue and acquire stormwater facility financing
- ✓ Modernize Village building codes
- ✓ Complete 2023 Road Program
- ✓ Modernize Police Department security access system
- ✓ Complete Village Hall security upgrades
- ✓ Procure and utilize additional chloride tank
- ✓ Improve Village Hall Boardroom and Dais



# GENERAL FUND – FY2023 CAPITAL PROJECTS

(\*ARPA funded)

PROJECT DESCRIPTION	AMOUNT BUDGETED
Police Station Access Controls*	\$135,000
Computers, Mounts, Printers – Fleet Replacements*	73,425
Upfitting Leased Vehicles	72,315
Village Hall Access Control Systems	45,000
VMWare SAM Servers	40,000
Floor Scrubber Replacement – PW Garage	35,000
Desktop Upgrades/Laptop Swaps	30,000
Board Room Improvements	30,000
Liquid Chloride Tank & Dispenser	16,000
Compressor Replacement – PW Garage	15,000
<b>Total General Fund Capital Projects</b>	<b>\$491,740</b>



# HOTEL/MOTEL FUND

	FY2020 Actual	FY2021 Actual	FY2022 Amended	FY2022 Projected	FY2023 Budget
<b>Revenue</b>					
Taxes	\$ 612,728	\$ 286,511	\$ 330,780	\$ 589,491	\$ 601,428
Misc.	\$ 20,324	\$ 3,490	\$ 18,980	\$ 3,834	\$ 26,392
<b>TOTAL</b>	<b>\$ 633,052</b>	<b>\$ 290,001</b>	<b>\$ 349,760</b>	<b>\$ 593,325</b>	<b>\$ 627,820</b>
<b>Expenditures</b>					
Contractual	\$ 117,152	\$ 88,818	\$ 117,350	\$ 120,000	\$ 100,000
Gateway Projects	\$ 41,438	\$ 49,935	\$ -	\$ 742	\$ 30,000
Public/Employee Relations	\$ -	\$ -	\$ 49,000	\$ 49,000	\$ 55,000
Special Events	\$ 103,743	\$ 99,850	\$ 160,385	\$ 150,000	\$ 160,250
Fees	\$ 316	\$ 298	\$ 400	\$ 340	\$ 910
Program/Tourism Promotion	\$ 276,465	\$ 48,926	\$ 46,565	\$ 90,080	\$ 46,800
Marketing	\$ 206,478	\$ -	\$ -	\$ -	\$ 15,000
Other	\$ -	\$ -	\$ -	\$ -	\$ 25,000
<b>TOTAL</b>	<b>\$ 745,592</b>	<b>\$ 287,827</b>	<b>\$ 373,700</b>	<b>\$ 410,162</b>	<b>\$ 432,960</b>
<i>Transfers Out</i>	<i>\$(164,885)</i>	<i>\$ (60,000)</i>	<i>\$(102,200)</i>	<i>\$(202,630)</i>	<i>\$(310,357)</i>
<b>Beginning Fund Balance</b>	<b>\$ 509,516</b>	<b>\$ 238,242</b>	<b>\$ 180,738</b>	<b>\$ 180,738</b>	<b>\$ 161,271</b>
<b>Ending Fund Balance</b>	<b>\$ 238,242</b>	<b>\$ 180,738</b>	<b>\$ 54,598</b>	<b>\$ 161,271</b>	<b>\$ 45,774</b>



# BUDGET HIGHLIGHTS

## ***FY2022***

- ✓ Expanded special events -new Taste of Burr Ridge/Car Show, Deck the Green
- ✓ Significant hotel grant program support through CVB and Village grant program

## ***FY2023***

- ✓ Special Events and Community Engagement - \$200,000
  - ✓ Run the Ridge 5K/1K
  - ✓ Armed Forces Day
  - ✓ Nine Concerts (plus two rain dates)
  - ✓ Taste of Burr Ridge
  - ✓ Car Show
  - ✓ Deck the Green
- ✓ Gateway Sign Replacement - \$30,000
- ✓ Veterans Memorial Landscape Funding - \$25,000
- ✓ Concert Sound System Upgrades @ Concerts - \$7,500



# DOWNTOWN BUSINESS DISTRICT FUND

	FY2020 Actual	FY2021 Actual	FY2022 Amended	FY2022 Projected	FY2023 Budget
<b>Revenue</b>					
Sales Tax	\$ -	\$ -	\$ -	\$ 177,190	\$ 531,571
Hotel Tax	\$ -	\$ -	\$ -	\$ 9,554	\$ 31,527
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 186,744</b>	<b>\$ 563,098</b>
<b>Expenditures</b>					
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ (25,201)	\$ -
<b>Beginning Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 161,543</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 161,543</b>	<b>\$ 727,921</b>



# BUDGET HIGHLIGHTS

## ***FY2022***

- ✓ District created September 2021; effective January 1, 2022
- ✓ Business District area consists of approximately 130 acres within downtown Burr Ridge
- ✓ Revenue generated by the District includes a 1% sales and 1% hotel tax (of gross receipts) in the District and can only be used within the District
- ✓ Eligible projects include creation of studies or plans, acquisition of property, demolition of existing buildings, installation or repair of infrastructure, renovation of existing buildings or construction of new buildings, reimbursement of cost related to the implementation of the Plan

## ***FY2023***

- ✓ No expenditures are currently planned for FY2023



# CAPITAL IMPROVEMENTS FUND

The Capital Improvements Fund accounts for non-enterprise revenues and expenditures related to the Village's capital programming. At the end of FY2022, the Sidewalks/Pathways and Equipment Replacement Funds were collapsed, and remaining fund balance was transferred to the Capital Improvements Fund.

	FY2020 Actual	FY2021 Actual	FY2022 Amended	FY2022 Projected	FY2023 Budget
<b>Revenue</b>					
Integovernmental	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Misc.	\$ 9,548	\$ 135,406	\$ 5,120	\$ 7,210	\$ 11,907
<b>TOTAL</b>	<b>\$ 9,548</b>	<b>\$ 135,406</b>	<b>\$ 5,120</b>	<b>\$ 7,210</b>	<b>\$ 136,907</b>
<b>Expenditures</b>					
Capital Outlay	\$ 994,225	\$ 663,895	\$ 911,010	\$ 857,397	\$ 948,300
Contractual	\$ -	\$ -	\$ -	\$ -	\$ 2,208
Leasing Costs	\$ -	\$ -	\$ -	\$ -	\$ 165,198
Other Expenses	\$ 633	\$ 537	\$ 3,744	\$ 2,396	\$ 1,508
<b>TOTAL</b>	<b>\$ 994,858</b>	<b>\$ 664,432</b>	<b>\$ 914,754</b>	<b>\$ 859,793</b>	<b>\$ 1,117,214</b>
<i>Transfers In</i>	\$ 666,445	\$ 611,115	\$ 649,450	\$ 1,106,909	\$ 968,246
<b>Beginning Fund Balance</b>	<b>\$ 521,302</b>	<b>\$ 214,740</b>	<b>\$ 297,228</b>	<b>\$ 297,228</b>	<b>\$ 578,743</b>
<b>Ending Fund Balance</b>	<b>\$ 214,740</b>	<b>\$ 297,228</b>	<b>\$ 37,044</b>	<b>\$ 578,743</b>	<b>\$ 566,682</b>



# CAPITAL IMPROVEMENTS FUND – FY2023

## CAPITAL PROJECTS

(\*ARPA funded)

PROJECT DESCRIPTION	AMOUNT BUDGETED
Annual Road Program**	\$768,300
Kraml Drive Replacement*	125,000
Facilities Improvements Study – Value Engineering	30,000
Wolf Road Pedestrian Signal	25,000
<b>Total Capital Improvement Fund Capital Projects</b>	<b>\$948,300</b>

**\*\*Note** – Bid opening for 2022 Road Program scheduled for Friday, March 18. Exact dollar amounts related to the lowest responsive bid will be reflected in the March 28 budget presentation.





# STORMWATER MANAGEMENT FUND

	FY2020 Actual	FY2021 Actual	FY2022 Amended	FY2022 Projected	FY2023 Budget
<b>Revenue</b>					
Interest Income	\$ 4,774	\$ 3,146	\$ 2,370	\$ -	\$ -
Other Revenue	\$ 14,481	\$ 12,420	\$ 12,000	\$ 12,000	\$ 12,000
<b>TOTAL</b>	<b>\$ 19,255</b>	<b>\$ 15,566</b>	<b>\$ 14,370</b>	<b>\$ 12,000</b>	<b>\$ 12,000</b>
<b>Expenditures</b>					
Contractual	\$ -	\$ -	\$ 10,600	\$ 5,793	\$ -
Capital Outlay	\$ 88,744	\$ 41,797	\$ -	\$ 11,160	\$ -
Other Expenses	\$ 316	\$ 155	\$ 400	\$ 193	\$ 72
<b>TOTAL</b>	<b>\$ 89,060</b>	<b>\$ 41,952</b>	<b>\$ 11,000</b>	<b>\$ 17,146</b>	<b>\$ 72</b>
Transfers In	\$ 15,000	\$ 45,000	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment to Basis	\$ 6,152	\$ 1,097	\$ -	\$ -	\$ -
<b>Beginning Fund Balance</b>	<b>\$ 52,259</b>	<b>\$ 3,605</b>	<b>\$ 23,317</b>	<b>\$ 23,317</b>	<b>\$ 18,171</b>
<b>Ending Fund Balance</b>	<b>\$ 3,605</b>	<b>\$ 23,317</b>	<b>\$ 26,687</b>	<b>\$ 18,171</b>	<b>\$ 30,099</b>



# WATER FUND

	FY2020 Actual	FY2021 Actual	FY2022 Amended	FY2022 Projected	FY2023 Budget
<b>Revenue</b>					
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ 128,000
Charges for Services	\$ 5,118,100	\$ 6,231,015	\$ 6,257,090	\$ 6,331,302	\$ 6,815,016
Cost Recoverable	\$ -	\$ -	\$ 17,170	\$ -	\$ -
Misc.	\$ 159,704	\$ 91,600	\$ 109,060	\$ 56,039	\$ 38,716
<b>TOTAL</b>	<b>\$ 5,277,804</b>	<b>\$ 6,322,615</b>	<b>\$ 6,383,320</b>	<b>\$ 6,387,341</b>	<b>\$ 6,981,732</b>
<b>Expenditures</b>					
Personnel	\$ 936,201	\$ 869,886	\$ 905,540	\$ 892,677	\$ 796,260
Contractual	\$ 491,946	\$ 511,732	\$ 1,322,765	\$ 656,333	\$ 1,506,271
Commodities	\$ 3,381,475	\$ 4,342,449	\$ 3,991,710	\$ 4,226,730	\$ 4,277,300
Capital Outlay	\$ 1,104,182	\$ 145,596	\$ -	\$ -	\$ 516,500
Other Expenses	\$ 9,181	\$ 5,783	\$ 53,860	\$ 29,637	\$ 45,370
<b>TOTAL</b>	<b>\$ 5,922,985</b>	<b>\$ 5,875,446</b>	<b>\$ 6,273,875</b>	<b>\$ 5,805,377</b>	<b>\$ 7,141,701</b>
Transfers Out	\$ (165,650)	\$ (202,110)	\$ (170,850)	\$ (170,850)	\$ (175,000)
Gain/(Loss) on Sale of Assets	\$ (97,492)	\$ -	\$ -	\$ -	\$ -
Adjustment to Basis	\$ 166,501	\$ (224,575)	\$ -	\$ -	\$ -
<b>Beginning Fund Balance</b>	<b>\$ 1,431,888</b>	<b>\$ 690,066</b>	<b>\$ 710,551</b>	<b>\$ 710,551</b>	<b>\$ 1,121,665</b>
<b>Ending Fund Balance</b>	<b>\$ 690,066</b>	<b>\$ 710,551</b>	<b>\$ 649,146</b>	<b>\$ 1,121,665</b>	<b>\$ 786,696</b>



# BUDGET HIGHLIGHTS

## **FY2022**

- ✓ Upgraded Pump Center control (SCADA and valves)

## **FY2023**

- ✓ Implement the findings and recommendation of the recently completed Hydraulic and Water Rate Model Studies
- ✓ Complete the capital projects reflected in the fund's FY2023 budget (see following slide)

**Note** - Proposed Multi-Year Capital Improvement Plan reflects approximately \$10 million in utility system upgrades through FY2028



# WATER FUND – FY2023 CAPITAL PROJECTS

(\*ARPA funded)

PROJECT DESCRIPTION	AMOUNT BUDGETED
South Water Tower Rehab	\$655,000
AMI Technology Enhancements	200,000
North & South Water Tower Rehab – Engineering	176,000
Transmission Main Connection w/Justice-Willow Springs	172,500
Woodview Estates/KLM Park Watermain Connection	160,000
Piper Hunter, Jetter & Trailer (1/2 of total cost)*	80,000
Pump Center Security Upgrades	64,000
<b>Total Water Fund Capital Projects</b>	<b>\$1,507,500</b>



# SEWER FUND

	FY2020 Actual	FY2021 Actual	FY2022 Amended	FY2022 Projected	FY2023 Budget
<b>Revenue</b>					
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Charges for Services	\$ 407,295	\$ 446,067	\$ 473,060	\$ 516,510	\$ 527,357
Cost Recoverable	\$ -	\$ -	\$ 6,450	\$ -	\$ -
Misc.	\$ 42,964	\$ 45,760	\$ 524,360	\$ 50,413	\$ 31,444
<b>TOTAL</b>	<b>\$ 450,259</b>	<b>\$ 491,827</b>	<b>\$ 1,003,870</b>	<b>\$ 566,923</b>	<b>\$ 638,801</b>
<b>Expenditures</b>					
Personnel	\$ 269,681	\$ 235,180	\$ 335,400	\$ 334,760	\$ 358,155
Contractual	\$ 46,645	\$ 27,059	\$ 99,810	\$ 34,487	\$ 315,577
Commodities	\$ 1,637	\$ 602	\$ 4,000	\$ 1,295	\$ 3,500
Capital Outlay	\$ 66,616	\$ 136,276	\$ 487,885	\$ 501,153	\$ 80,000
Other Expenses	\$ 2,848	\$ 3,900	\$ 3,800	\$ 4,923	\$ 4,189
<b>TOTAL</b>	<b>\$ 387,427</b>	<b>\$ 403,017</b>	<b>\$ 930,895</b>	<b>\$ 876,618</b>	<b>\$ 761,421</b>
Transfers Out	\$ (36,810)	\$ (44,910)	\$ (37,970)	\$ (37,970)	\$ (40,000)
Adjustment to Basis	\$ 11,122	\$ (57,334)	\$ -	\$ -	\$ -
<b>Beginning Fund Balance</b>	<b>\$ 1,672,924</b>	<b>\$ 1,710,069</b>	<b>\$ 1,696,637</b>	<b>\$ 1,696,637</b>	<b>\$ 1,348,962</b>
<b>Ending Fund Balance</b>	<b>\$ 1,710,069</b>	<b>\$ 1,696,637</b>	<b>\$ 1,252,132</b>	<b>\$ 1,348,962</b>	<b>\$ 1,186,342</b>



# BUDGET HIGHLIGHTS

## **FY2022**

- ✓ Completed Chasemoor Lift Station Rehabilitation

## **FY2023**

- ✓ Complete the capital projects reflected in the fund's FY2023 budget (see following slide)

**Note** – Expenditures in the Sewer Fund are for the operations and maintenance of the sewage system located within the Cook County area of the Village



# SEWER FUND – FY2023 CAPITAL PROJECTS

(\*ARPA funded)

PROJECT DESCRIPTION	AMOUNT BUDGETED
IICP High Priority & Phase II Area Assessments	\$280,000
Pipe Hunter Jetter & Trailer (1/2 of total cost)*	\$80,000
<b>Total Sewer Fund Capital Projects</b>	<b>\$360,000</b>



# CONCLUSION

- Open for questions/feedback/discussion
- Next budget discussion will be March 28 at 7pm (regular Board meeting)
- March 28 discussion will be the **last opportunity** to publicly direct staff to amend the FY2023 Budget before staff prepares the Budget Ordinance for the April 11 meeting







**JOHN NERI CONSTRUCTION CO., INC.**

*Sewer & Water Contractors*

770 Factory Road \*Addison, IL 60101

Tel: 630 629-8384\* Fax: 630 629-7001

[www.johnnericonstruction.com](http://www.johnnericonstruction.com)

February 11, 2022

Mr. Peter Guth  
Village of Burr Ridge  
451 Commerce St.  
Burr Ridge, IL 60527

Re: Quote for 36" butterfly valve replacement.  
Vicinity of Archer Ave. & Willow Springs Rd.

Dear Mr. Guth;

We, the JOHN NERI CONSTRUCTION CO. propose to excavate, cut out 36" butterfly valve, install new valve, necessary piping, and sleeve at above referenced location for an estimated cost of **\$22,500.00**, which includes all labor and equipment.

**Note:**

All necessary materials required to replace inoperable valve to be furnished by the Village of Burr Ridge.

Sincerely,

A handwritten signature in blue ink that reads "Nicholas Neri". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Nicholas Neri, Pres.

**JOHN NERI CONSTRUCTION CO., INC.**

**MORBARK**

Box 1000, Winn, Michigan, 48896  
 Telephone: 989-866-2381  
 Fax: 989-866-2280  
[www.morbark.com](http://www.morbark.com)



**Sold To:** Village of Burr Ridge  
 7660 S County Line Rd  
 Burr Ridge, IL 60527-4721

**Ship To:** Alexander Equipment Co. Inc.  
 4728 Yender Ave  
 Lisle, IL 60532  
 (for further delivery to: Village of Burr Ridge)

<b>Quote No.</b> 52846	<b>Quote Date:</b> 1/5/2022	<b>Customer P.O.</b>	<b>Lead Time:</b> 5-6 Months ARO, based on inv unit
<b>Contact:</b> Nick Just / Matt Linn	<b>Contact #:</b> 630-654-8181	<b>Delivery Instructions:</b>	
<b>Preparer:</b> Erika Snyder	<b>Terms:</b> Net 30 Days	FOB-Destination	

## SKU# 50121 - 2022 MORBARK EGER BEEVER™ 2131-TA

### EQUIPMENT AND OPTIONS

#### STANDARD UNIT:

- Morbark orange urethane paint system
- Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables
- Dual horizontal feed wheels with TorqMax™ top feed wheel compression system, hydraulic lift assist, Variable Force™ constant hydraulic down pressure system with additional manually applied hydraulic down pressure at the valve handle and direct drive bottom feed wheel with box mount coupler
- Reversing automatic feed system
- 37-3/8" diameter x 23-3/4" wide, four (4) dual-edged knife staggered pocket drum with removable knife holders, dual sided chambered air impeller system and controllable air flow vents
- 60-gallon lockable fuel tank with drain plug, sight gauge, shut-off valve and electronic fuel gauge
- 41-gallon lockable hydraulic reservoir with sight gauge, drain plug, hydraulic oil cooler and clean-out cover
- Live hydraulic system including: ball valve, pump, motor, and valve bank with additional valve section for installation of winch package
- Hydraulic swivel discharge with 360° rotation, turnbuckle height adjustment, bottom clean-out door and adjustable flipper
- 6" x 2" tubular steel frame with cross bracing for additional structural rigidity
- 6" x 4" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- 16,000# Torsion tandem axles, electric brakes, break-away actuator with 235/75R x 17.5", 16-ply radial tires and hexagon splash guard fenders
- Hydraulic front stabilizer
- Lockable steel combination tool and battery box compartment with 8D, 1400CCA battery
- Registration and operator guide holder
- Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork
- Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights, and license plate holder with light

#### POWER OPTIONS:

- John Deere 4045HFC06, 173-HP, Tier 4F diesel engine with over center clutch and block heater in lieu of standard

#### BOLT-ON OPTIONS:

- Variable speed flow control
- Winch package: Heavy-duty, 5000# pull capacity with rope, 10' chafe guard and interlock device

**Sourcewell #031721-MBI, Member ID#116432**

### TOTAL CALCULATION

Total from Above Choices =	\$95,791.57
Freight =	\$800.00
PDI / Delivery =	\$1,000.00
<b>Extended Price =</b>	<b>\$97,591.57</b>

**QUOTE IS VALID FOR 30 DAYS**



## Product Quotation

Quotation Number: 38295D038592

Date: 2022-01-12 15:10:38

Ship to	Bobcat Dealer	Bill To
Village of Burr Ridge Attn: Nick Just 451 Commerce St Burr Ridge, IL 60527 Email: njust@burr-ridge.gov	Atlas Bobcat, Mokena, IL 8100 188th Street MOKENA IL 60448 Phone: (708) 596-8050 Fax: (815) 464-8360 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 E Mail: tswartz@atlasbobcat.com	Village of Burr Ridge Attn: Nick Just 451 Commerce St Burr Ridge, IL 60527

Description	Part No	Qty	Price Ea.	Total
MT100 Mini Track Loader	M0115	1	\$28,054.00	\$28,054.00
"25 HP Tier IV Diesel Engine	Lift Arm Support			
Auxiliary Hydraulics	Neutral Start Interlocks			
Attachment Interface Bob-Tach or CII (To accept approved attachments)	Parking Brake			
Built-In Tie Down & Crane/Lift Locations	ISO Pattern Joystick Travel Control			
Continuous Flow Shutoff Lever	Spark Arrestor Muffler			
Hydrostatic Drive Train	Tilt Lockout			
Counterweights - Includes (4) 30 pound weights	Tilt Steering			
Instrumentation:	Storage Cubby			
Hourmeter	Cup Holder			
Engine Temperature & Fuel Gauges	Tracks: Rubber, 7.1 inches Wide			
Voltmeter and Warning Lights	Machine Width 35.6 inches"			
Lift Arm Lockout With Manual Bypass				

Description	Part No	Qty	Price Ea.	Total
Bob-Tach Interface (MT100)	M0115-R02-C01	1	\$0.00	\$0.00
SG 30 Stump Grinder	7100641	1	\$16,026.00	\$16,026.00
--- Attachment Control Kit, Mini Track Loader (MT85,MT100)	7275444	1	\$692.00	\$692.00

Total of Items Quoted	<b>\$44,772.00</b>
Quote Total - US dollars	<b>\$44,772.00</b>

### Notes:

Discount per the Sourcewell - NJPA Contract #042815-CEC. Effective thru 05-31-2023

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_



February 7, 2022

Evan Walter, Village Administrator  
Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, IL 60527

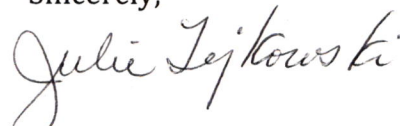
Dear Evan,

By this letter I announce my intent to retire from my position as Executive Assistant for the Village of Burr Ridge effective May 13, 2022. This decision was not made lightly but was given great thought and discussion with my family. I am looking forward to spending more time with my family and pursuing other personal interests.

I am thankful for the many opportunities afforded me during my 20 years of employment with the Village. I am most proud of the high level of customer service I provided to residents and contractors during the 14 years I managed the building department. What I will miss the most are the people and the friendships that have developed.

Wishing you, staff, and the Village much success in making Burr Ridge "A Very Special Place."

Sincerely,

  
Julie Tejkowski

VILLAGE OF BURR RIDGE

8H

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 2/28/2022

PAYMENT DATE: 3/1/2022

FISCAL 21-22

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	\$ 86,929.49	\$ 86,929.49
23	Hotel/Motel Tax Fund	2,180.34	2,180.34
33	Equipment Replacement Fund	7,755.21	7,755.21
51	Water Fund	264,077.38	264,077.38
52	Sewer Fund	419.75	419.75
61	Information Technology	9,601.48	9,601.48
	TOTAL ALL FUNDS	<u>\$ 370,963.65</u>	<u>\$ 370,963.65</u>

PAYROLL

PAY PERIOD ENDING February 5, 2022

	TOTAL
	PAYROLL
Administration	\$ 15,167.97
Finance	1,725.00
Police	115,133.91
Public Works	31,940.98
Water	21,310.63
Sewer	9,105.81
TOTAL	<u>\$ 194,384.30</u>
GRAND TOTAL	<u><u>\$ 565,347.95</u></u>

02/24/2022 09:30 AM  
User: asullivan  
DB: Burr Ridge

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
EXP CHECK RUN DATES 02/28/2022 - 02/28/2022  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 0300 Revenues					
10-0300-31-3130	Refund for business license fee	CoWorx Staffing Services,	02/14/22	02/14/22	100.00
10-0300-32-3275	Refund of Zoning Fees for Z-02-2	Esposito & Staubus LLP	02/10/22	02/10/22	650.00
Total For Dept 0300 Revenues					750.00
Dept 1010 Boards & Commissions					
10-1010-40-4042	Legislative Breakfast 02.05.22	West Central Municipal Cor	02/17/22	0010129	55.00
10-1010-50-5010	Adjudication Jan22	Denise K. Filan	02/14/22	32971	225.00
10-1010-80-8010	English Garden Schiappa	Vince's Flowers & Landscap	01/05/22	11885-L	110.95
10-1010-80-8025	Background check for applicant	Gold Shield Detective Ager	02/04/22	1889	1,047.55
10-1010-80-8025	Background check for applicant	D Gold Shield Detective Ager	02/12/22	1893	490.00
Total For Dept 1010 Boards & Commissions					1,928.50
Dept 2010 Administration					
10-2010-50-5020	Health Department Inspections Oc	Cook County Dept of Public	01/19/22	01/19/22	1,200.00
10-2010-50-5020	Elevator Inspection	Elevator Inspection Servic	02/01/22	105898	100.00
10-2010-50-5020	Elevator Reinspections	Elevator Inspection Servic	02/15/22	106289	96.00
10-2010-50-5030	Cell Phones Admin	AT&T Mobility	12/25/21	287310366548X0103202	84.30
10-2010-50-5030	Cell Phones Admin	AT&T Mobility	01/25/22	287310366548X0203202	84.22
10-2010-50-5035	Legal Notice Z01 Z02,Z03 Public	Chicago Tribune	01/20/22	048635021000	110.03
10-2010-50-5075	Plan Review Permit 22-023	B&F Construction Code Serv	02/04/22	58285	9,172.77
10-2010-50-5075	Plan Review Permit 22-019	B&F Construction Code Serv	02/16/22	58357	225.00
Total For Dept 2010 Administration					11,072.32
Dept 4010 Finance					
10-4010-50-5020	Consulting Services WE 1/30 & 02	GovTemps USA, LLC	02/10/22	3903543	9,201.15
Total For Dept 4010 Finance					9,201.15
Dept 4020 Central Services					
10-4020-50-5081	FSA Monthly Fee Jan22	Wex Health, Inc.	01/31/22	0001466514	50.00
10-4020-60-6000	Office Supplies	Runco Office Supply	02/15/22	857380-0	36.01
10-4020-60-6000	Office Supplies	Runco Office Supply	02/21/22	858060-0	144.50
10-4020-60-6010	Kitchen Coffee Supplies PW	Commercial Coffee Service,	02/09/22	400622	59.00
10-4020-60-6010	Kitchen Coffee Supplies PD	Commercial Coffee Service,	02/14/22	400641	119.60
10-4020-60-6010	Kitchen Coffee Supplies VH	Commercial Coffee Service,	02/16/22	400660	94.25
Total For Dept 4020 Central Services					503.36
Dept 5010 Police					
10-5010-40-4032	Custom Navy Vest Cover/Moravecek	JG Uniforms, Inc.	10/18/21	90230	175.00
10-5010-40-4032	#114041-729 Trouser Cargo Pro-Du	Ray O'Herron	02/08/22	2173448	8.99
10-5010-40-4032	#90063-61 Tie Navy 100% Poly	Ray O'Herron	02/08/22	2173448	8.99
10-5010-40-4032	ATX150 Winter CutResistant Patro	Ray O'Herron	02/08/22	2173448	27.99
10-5010-40-4032	#150009 First Tactical Patrol Gl	Ray O'Herron	02/08/22	2173448	39.99
10-5010-40-4032	7475* Strion Flashlight LED HL A	Ray O'Herron	02/08/22	2173448	121.00
10-5010-50-5025	Postage PD	FedEx	01/19/22	7-634-20063	18.68
10-5010-50-5040	2000 #10 White Window Envelopes	Grasso Graphics, Inc.	02/14/22	31761	288.61
10-5010-50-5050	Annual Maintenance Contract	Chicago Communications LLC	02/10/22	333519	660.00
10-5010-50-5051	Squad 1809 Maintenance	B & E Auto Repair Service	02/09/22	141136	24.95
10-5010-50-5051	Squad 1703 Maintenance	B & E Auto Repair Service	02/11/22	141153	51.95
10-5010-50-5051	Squad 2016 Maintenance	B & E Auto Repair Service	02/14/22	141165	57.95
10-5010-50-5051	Squad 2104 Maintenance	Burr Ridge Car Care, Inc.	02/16/22	58275	98.15
10-5010-50-5051	Maintenance-Vehicles	Burr Ridge Car Care, Inc.	02/10/22	58246	102.36
10-5010-50-5051	Car Washes PD Jan22	Fuller's Car Wash	02/01/22	8427	161.00
10-5010-50-5051	Squad 1817 Maintenance	Willowbrook Ford	02/04/22	6366319	505.07



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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 5010 Police					
10-5010-50-5051	Squad 1304 Maintenance	Willowbrook Ford	02/01/22	6366157	667.27
10-5010-60-6010	Shake-N-Cast Impression Kit	Sirchie Fingerprint Labs	01/31/22	0531743	87.70
10-5010-60-6010	Omega-Print Disposable Fuming Tr	Sirchie Fingerprint Labs	01/31/22	0531743	4.72
10-5010-60-6010	Fuming Hot Plate	Sirchie Fingerprint Labs	01/31/22	0531743	17.23
10-5010-60-6010	Shipping & Handling	Sirchie Fingerprint Labs	01/31/22	0531743	43.47
10-5010-70-7000	FY 21-22 Hoster - Body Armor	JG Uniforms, Inc.	02/15/22	94813	845.00
Total For Dept 5010 Police					4,016.07
Dept 6010 Public Works					
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	02/15/22	9301	72.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	02/08/22	9156	72.14
10-6010-40-4041	Employee Recruitment Expense	Premier Occupational Health	02/16/22	111392	820.00
10-6010-40-4042	CDL License fee Reimbursement	Daniel Sablich	02/15/22	02/15/22	51.13
10-6010-40-4042	Professional Engineer License Re	James Miedema	02/01/22	02/01/22	60.00
10-6010-40-4042	Training & Travel Expense	Michael Jones	02/08/22	02/08/22	51.13
10-6010-40-4042	CDL License fee Reimbursement	Robert Partee	02/08/22	02/08/22	61.35
10-6010-50-5030	Cell Phones PW	AT&T Mobility	12/25/21	287310366548X0103202	484.20
10-6010-50-5030	Cell Phones PW	AT&T Mobility	01/25/22	287310366548X0203202	525.61
10-6010-50-5050	Wiper Motor/Hydraulic Hose	McCann Industries, Inc.	02/14/22	P39274	417.85
10-6010-50-5050	Aerial Electro-Hydraulic Pump Re	Runnion Equipment Co.	02/07/22	158467	565.09
10-6010-50-5051	Unit 35 PM, Repairs, Repl Batter	B & R Repair & Co.	02/09/22	WI084229	4,323.96
10-6010-50-5051	Unit 32/Unit 84: Winter B Servic	B & R Repair & Co.	11/16/21	WI083126	3,893.81
10-6010-50-5051	PW Truck #94 Safety Tested	Foster's Truck Repair	10/08/21	38732	40.50
10-6010-50-5051	7- PW Trucks Safety Tested.	Foster's Truck Repair	10/08/21	39009	283.50
10-6010-50-5051	Safety Lane Testing for PW Fleet	Foster's Truck Repair	12/29/21	39214	80.50
10-6010-50-5051	Car Wash PW Jan22	Fuller's Car Wash	02/01/22	8424	7.00
10-6010-50-5051	Unit 85/Unit 27 Rear Leaf Spring	Southwest Spring, Inc.	02/10/22	227473	1,903.63
10-6010-50-5052	Quarterly monitoring - PD	Alarm Detection Systems, Inc.	102/06/22	156405-1042	304.59
10-6010-50-5052	Install Lock on New Front Door V	Suburban Door Check & Lock	02/14/22	545116	182.00
10-6010-50-5053	Storm Sewer Cleaning & Inspectio	DuPage County Stormwater M	12/09/21	BR-2	896.00
10-6010-50-5053	Storm Sewer Cleaning & Inspectio	DuPage County Stormwater M	12/09/21	BR-2	784.00
10-6010-50-5053	Vactor Truck	DuPage County Stormwater M	12/09/21	BR-2	600.00
10-6010-50-5053	Maintenance-Streets	Northern Contracting, Inc.	02/03/22	9676	125.00
10-6010-50-5054	Guardrail repl.; N. Front. Rd (R	Northern Contracting, Inc.	02/03/22	9675	1,384.18
10-6010-50-5054	Streetlight & Camera Rep:Arrowhd	Rag's Electric, Inc.	01/31/22	23162	2,502.40
10-6010-50-5054	Street Lights Out	Rag's Electric, Inc.	02/15/22	23213	305.50
10-6010-50-5054	Maintenance-Lighting	Rag's Electric, Inc.	11/19/21	23109	352.63
10-6010-50-5055	Maintenance Traffic Signals	COMED	02/07/22	3699071070 Feb22	50.10
10-6010-50-5058	Mat rentals - VH & PW	Breens Inc.	02/15/22	9302	26.50
10-6010-50-5058	Mat rentals - PD	Breens Inc.	02/08/22	9157	26.50
10-6010-50-5065	Village Street Lights Jan22	Constellation NewEnergy, Inc.	101/28/22	61495592601 Jan22	2,710.92
10-6010-50-5080	Lakewood Aerator	COMED	02/07/22	9258507004 Feb22	19.00
10-6010-50-5080	Windsor Aerator	COMED	02/07/22	9342034001 Feb22	19.00
10-6010-50-5080	Public Works	NICOR Gas	02/09/22	22944400005 Feb22	1,892.57
10-6010-50-5080	Village Hall Garage	NICOR Gas	02/15/22	57961400009 Feb22	49.29
10-6010-50-5080	Police Station	NICOR Gas	02/15/22	66468914693 Feb22	1,753.91
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	02/15/22	9301	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	02/08/22	9156	4.50
10-6010-50-5085	Senior Maintenance worker	DuPage County Stormwater M	12/09/21	BR-1	2,037.00
10-6010-50-5085	Maintenance worker	DuPage County Stormwater M	12/09/21	BR-1	1,813.00
10-6010-50-5085	Vactor Truck	DuPage County Stormwater M	12/09/21	BR-1	2,850.00
10-6010-50-5085	Dump fees	DuPage County Stormwater M	12/09/21	BR-1	1,800.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-50-5095	VH Facility Space Needs Assessme	Legat Architects, Inc.	02/09/22	56107	1,120.38
10-6010-60-6010	Above-door Exit Sign Replacement	Grainger, Inc.	02/10/22	9208526518	68.02
10-6010-60-6010	Window Blind Replacement; PD Bre	Lovitt Blind & Drapery Cle	09/16/21	Y2021-1695	503.41
10-6010-60-6010	Operating Supplies	Menards - Hodgkins	02/07/22	91345	262.40
10-6010-60-6020	Power Engine Oil	Al Warren Oil Com., Inc.	01/18/22	W1447565 p. 2	163.90
10-6010-60-6040	Chainsaw Bars, Chains, & Oil	Alexander Equipment Compar	02/14/22	185411	384.48
10-6010-60-6040	Tough Cover Hose & Swivel Short	Bristol Hose & Fittings, I	02/04/22	3477476	554.68
10-6010-60-6040	Supplies-Equipment	L. A. Fasteners, Inc.	02/08/22	1-274889	79.62
10-6010-60-6041	Wiper Motor & Seat Switch	McCann Industries, Inc.	02/15/22	P39312	434.34
10-6010-60-6042	Streetlight Parts: Photocells,10	Industrial Electric Supply	02/08/22	S100010371.001	143.26
10-6010-60-6060	Bulk Rock Salt	Compass Minerals America,	02/06/22	946222	4,920.95
10-6010-60-6060	Bulk Rock Salt	Compass Minerals America,	02/03/22	944407	5,258.65
10-6010-60-6060	Bulk Rock Salt	Compass Minerals America,	01/26/22	936503	6,158.64
10-6010-70-7010	VH Entry Doors Rem & Repl	Wunderlich Doors, Inc.	02/02/22	702563	3,198.69
Total For Dept 6010 Public Works					59,458.09
Total For Fund 10 General Fund					86,929.49
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-50-5075	Gateway Sign	COMED	02/04/22	1153168007 Feb22	27.22
23-7030-50-5075	Median Lighting	COMED	02/07/22	1319028022 Feb22	121.47
23-7030-50-5075	Entryway Sign	COMED	02/08/22	2257153023 Feb22	31.65
23-7030-80-8012	Retainer for 5K - Race Coordinat	Suzanne M. Gray	02/07/22	02/07/22	1,000.00
23-7030-80-8050	BRPD Event Sponsorship - Easter	Burr Ridge Park District	02/07/22	02/07/22	1,000.00
Total For Dept 7030 Special Revenue Hotel/Motel					2,180.34
Total For Fund 23 Hotel/Motel Tax Fund					2,180.34
Fund 33 Equipment Replacement Fund					
Dept 8030 Equipment Replacement					
33-8030-50-5071	Lease Maintenance	Enterprise FM Trust	02/01/22	FBN4390458	292.92
33-8030-50-5071	Lease Maintenance	Enterprise FM Trust	02/01/22	FBN4394732	140.27
33-8030-80-8065	Lease Principal	Enterprise FM Trust	02/01/22	FBN4390458	3,593.87
33-8030-80-8065	Lease Principal	Enterprise FM Trust	02/01/22	FBN4394732	2,520.14
33-8030-80-8075	Lease Interest	Enterprise FM Trust	02/01/22	FBN4390458	690.97
33-8030-80-8075	Lease Interest	Enterprise FM Trust	02/01/22	FBN4394732	517.04
Total For Dept 8030 Equipment Replacement					7,755.21
Total For Fund 33 Equipment Replacement Fund					7,755.21
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	02/15/22	9301	73.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	02/08/22	9156	73.18
51-6030-40-4032	Reimburse for Boot Allowance	Vincent Dewall	02/18/22	02/18/22	150.00
51-6030-50-5030	Cell Phones Water	AT&T Mobility	12/25/21	287310366548X0103202	337.95
51-6030-50-5030	Cell Phones Water	AT&T Mobility	01/25/22	287310366548X0203202	337.60
51-6030-50-5050	2 Trailers Safety Tested	Foster's Truck Repair	10/08/21	39009	80.00
51-6030-50-5050	Wheel Loader (CAT 926M) decals i	Leonard M. Bulat	02/08/22	22-21	395.00
51-6030-50-5051	1 Tandem Truck Safety Tested.	Foster's Truck Repair	10/08/21	39009	60.50
51-6030-50-5071	Lease Maintenance	Enterprise FM Trust	02/01/22	FBN4394732	123.88
51-6030-50-5080	Well #4	COMED	02/17/22	0029127044 Feb22	905.74



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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-50-5080	2M Tank	COMED	02/07/22	9256332027 Feb22	172.12
51-6030-50-5080	Bedford Park Sump Pump	COMED	02/09/22	9179647001 Feb22	96.68
51-6030-50-5080	Well #1	COMED	02/08/22	0793668005 Feb22	466.53
51-6030-50-5080	Well #5	COMED	02/07/22	4497129114 Feb22	23.34
51-6030-50-5080	Pump Center Feb22	Dynegy Energy Services, LI	02/10/22	310428722021	4,581.00
51-6030-50-5080	Pump Center	NICOR Gas	02/09/22	47915700000 Feb22	529.31
51-6030-50-5095	Past Due Utility Billing Notices	Third Millennium Assoc. Ir	02/10/22	27310	285.74
51-6030-60-6010	Operating Supplies	Home Depot Credit Services	01/28/22	7528219	159.22
51-6030-60-6010	Gooseneck Rip Bar	Menards - Hodgkins	02/07/22	91347	59.94
51-6030-60-6010	CA7 stone	Ozinga Materials, Inc.	01/31/22	143870	360.83
51-6030-60-6010	CA7 stone	Ozinga Materials, Inc.	01/31/22	143870	375.80
51-6030-60-6010	CA7 stone	Ozinga Materials, Inc.	01/31/22	143870	376.43
51-6030-60-6010	Freight	Ozinga Materials, Inc.	01/31/22	143870	131.73
51-6030-60-6010	Freight	Ozinga Materials, Inc.	01/31/22	143870	137.20
51-6030-60-6010	Freight	Ozinga Materials, Inc.	01/31/22	143870	137.40
51-6030-60-6070	Water Purchases Jan22	Village of Bedford Park	02/04/22	0020060000 Jan22	242,253.60
51-6030-60-6070	5905 S. Grant Street	Village of Hinsdale	02/01/22	3108560 Jan22	170.55
51-6030-60-6070	5885 S. Giddings Avenue	Village of Hinsdale	02/01/22	3107810 Jan22	294.99
51-6030-60-6070	116 W. 59th Street	Village of Hinsdale	02/01/22	3108491 Jan22	149.81
51-6030-60-6070	120 W. 59th Street	Village of Hinsdale	02/01/22	3108540 Jan22	606.09
51-6030-60-6070	126 W. 59th Street	Village of Hinsdale	02/01/22	3108511 Jan22	15.00
51-6030-60-6070	134 W. 59th Street	Village of Hinsdale	02/01/22	3108531 Jan22	253.51
51-6030-60-6070	204 W. 59th Street	Village of Hinsdale	02/01/22	3108351 Jan22	111.00
51-6030-60-6070	216 W. 59th Street	Village of Hinsdale	02/01/22	3101223 Jan22	253.51
51-6030-60-6070	224 W. 59th Street	Village of Hinsdale	02/01/22	3108363 Jan22	160.18
51-6030-80-8065	Lease Principal	Enterprise FM Trust	02/01/22	FBN4394732	8,751.74
51-6030-80-8075	Lease Interest	Enterprise FM Trust	02/01/22	FBN4394732	627.14
Total For Dept 6030 Water Operations					264,077.38
Total For Fund 51 Water Fund					264,077.38
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	02/15/22	9301	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	02/08/22	9156	24.63
52-6040-50-5080	Arrowhead Lift Station	COMED	02/08/22	7076690006 Feb22	156.00
52-6040-50-5080	Chasemoor Lift Station	COMED	02/07/22	0356595009 Feb22	163.87
52-6040-50-5080	Highland Field Lift Station	COMED	02/09/22	0099002061 Feb22	50.62
Total For Dept 6040 Sewer Operations					419.75
Total For Fund 52 Sewer Fund					419.75
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	IT Support FY22	Orbis Solutions	02/17/22	5572618	3,925.00
61-4040-50-5020	IT Support FY22	Orbis Solutions	02/10/22	5572597	1,150.00
61-4040-50-5061	365 Annual through 08/22	National Tek Services, Inc	02/07/22	17130	499.52
61-4040-60-6010	Printer Toner Cartridges	Next Day Toner Supplies, I	02/04/22	5226943	258.00
61-4040-60-6040	Monthly network charges February	Motorola Solutions - STARC	02/01/22	6298120220103	510.00
61-4040-60-6040	Monitor, camera, wall mount & in	Orbis Solutions	02/17/22	5572625	3,258.96
Total For Dept 4040 Information Technology					9,601.48

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Fund 61 Information Technology Fund					
Total For Fund 61 Information Technology Fund					9,601.48

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
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Fund Totals:					
Fund 10 General Fund					86,929.49
Fund 23 Hotel/Motel Tax Fund					2,180.34
Fund 33 Equipment Replacement Fu					7,755.21
Fund 51 Water Fund					264,077.38
Fund 52 Sewer Fund					419.75
Fund 61 Information Technology F					9,601.48
Total For All Funds:					<hr/> 370,963.65

VILLAGE OF BURR RIDGE

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ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 3/14/2022

PAYMENT DATE: 3/15/2022

FISCAL 21-22

FUND	FUND NAME	PAYABLE	TOTAL AMOUNT
10	General Fund	\$ 131,263.94	\$ 131,263.94
23	Hotel/Motel Tax Fund	5,888.31	5,888.31
33	Equipment Replacement Fund	136,410.52	136,410.52
51	Water Fund	11,863.34	11,863.34
52	Sewer Fund	2,975.71	2,975.71
61	Information Technology	9,117.59	9,117.59
	TOTAL ALL FUNDS	<u>\$ 297,519.41</u>	<u>\$ 297,519.41</u>

PAYROLL

PAY PERIOD ENDING February 19, 2022

	TOTAL
	PAYROLL
Boards & Commissions	\$ 2,450.00
Administration	14,770.72
Finance	1,724.99
Police	108,861.66
Public Works	26,441.92
Water	24,447.54
Sewer	9,117.82
TOTAL	<u>\$ 187,814.65</u>
GRAND TOTAL	<u><u>\$ 485,334.06</u></u>

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Fund 10 General Fund					
Dept 1010 Boards & Commissions					
10-1010-40-4040	FY2022 Local Contribution	Chicago Metropolitan Agenc	01/31/22	FY2022--033	402.90
10-1010-40-4040	Chicago Tribune 4 weeks	Chicago Tribune	01/21/22	01/21/22	27.72
10-1010-40-4040	Chicago Tribune 4 weeks	Chicago Tribune	02/16/22	02/16/22	27.72
10-1010-40-4040	Membership Dues 2022	Illinois Municipal League	01/28/22	01/28/22	1,250.00
10-1010-40-4042	Economic Development Meeting	Dell Rhea's Chicken Basket	01/20/22	14207647	53.57
10-1010-50-5010	Legal Fees General Jan22	Storino, Ramello, & Durkir	02/24/22	02/24/22	4,974.00
10-1010-50-5010	Sterigenics Jan22	Storino, Ramello, & Durkir	02/24/22	02/24/22	40.00
10-1010-50-5010	Business District Jan22	Storino, Ramello, & Durkir	02/24/22	02/24/22	300.00
10-1010-50-5010	FOIA Matters Mottl Jan22	Storino, Ramello, & Durkir	02/24/22	02/24/22	2,950.00
10-1010-50-5010	Municipal Code Violations Jan22	Storino, Ramello, & Durkir	02/24/22	02/24/22	686.00
10-1010-50-5010	Edgewood Annexation Jan22	Storino, Ramello, & Durkir	02/24/22	02/24/22	664.00
10-1010-50-5015	Prosecution Services Jan22	Storino, Ramello, & Durkir	02/24/22	02/24/22	1,804.52
10-1010-60-6010	Water for Board Meetings	Brookhaven Marketplace	02/14/22	533964	6.11
10-1010-80-8010	Shift Party in lieu of X-Mas @ P	Giordano's	02/08/22	4647063	60.94
10-1010-80-8010	Shift Party in lieu of X-Mas @ P	Giordano's	01/28/22	4627310	89.90
10-1010-80-8025	Background Investigation PD Appl	Gold Shield Detective Ager	02/21/22	1898	625.00
Total For Dept 1010 Boards & Commissions					13,962.38
Dept 2010 Administration					
10-2010-40-4040	Crain's Business Renewal	Crains Chicago Business	01/25/22	D3161295	1.00
10-2010-40-4041	Job Listing Building Permit Ass'	GovHR USA, LLC	02/03/22	14389	100.00
10-2010-40-4041	American Planning Association Jo	PayPal	02/03/22	8A7461828W766326ON	125.00
10-2010-40-4042	DMMC Luncheon	Ditka's Restaurant	02/01/22	02/01/22	51.04
10-2010-40-4042	2022 Employment Law Seminar	IPELRA	02/16/22	03/04/22	199.00
10-2010-40-4042	ILCMA Cancelled Class	Northern Illinois Universi	01/03/22	673400	(225.00)
10-2010-40-4042	Lunch w/Clarendon Hills	Patti's Sunrise Cafe	02/11/22	023696	40.00
10-2010-40-4042	Lunch with Evan and Scott	Shake Shack	02/04/22	20220204121301	28.10
10-2010-40-4042	Planning Meeting w/ Janine	The Patio Restaurant	02/18/22	10043	27.16
10-2010-40-4042	Special Events Discussion	The Patio Restaurant	01/19/22	01/19/22	29.88
10-2010-50-5020	Elevator Inspection	Elevator Inspection Servic	11/30/21	104648	100.00
10-2010-50-5020	Strategic Planning Seminar Inv 2	Northern Illinois Universi	02/23/22	CGS003091	4,650.00
10-2010-50-5030	Cell Phone Admin	Verizon Wireless	02/10/22	Jan22	(8.13)
10-2010-50-5075	Building Reviews Feb22	Don Morris Architects P.C.	02/28/22	02/28/22	1,420.00
10-2010-50-5075	Inspections Feb22	Don Morris Architects P.C.	02/28/22	02/28/22	2,250.00
Total For Dept 2010 Administration					8,788.05
Dept 4010 Finance					
10-4010-50-5020	Consulting W/E 02/13 & 02/20/202	GovTemps USA, LLC	02/24/22	3912002	11,076.45
10-4010-50-5030	Cell Phone Finance	Verizon Wireless	02/10/22	Jan22	(9.16)
Total For Dept 4010 Finance					11,067.29
Dept 4020 Central Services					
10-4020-50-5030	Telephone Land Lines Jan22	Peerless Network, Inc.	01/15/22	487729	1,581.00
10-4020-50-5081	2021 Closed Claims December	I.R.M.A.	12/31/21	0019819	8,528.14
10-4020-50-5081	FSA Monthly Fee Feb22	Wex Health, Inc.	02/28/22	0001483059	50.00
10-4020-60-6000	5 X 7 Daily Diary	Runco Office Supply	02/23/22	857380-1	36.99
10-4020-60-6010	Red Ink for Postage Machine	Pitney Bowes Global Fin. S	01/21/22	1019925618	113.04
Total For Dept 4020 Central Services					10,309.17
Dept 5010 Police					
10-5010-40-4032	#39300-86 Navy Trouser Cargo, Po	Ray O'Herron	02/26/22	2177603	160.00
10-5010-40-4032	#112012-729 S/S V2 Pro Performan	Ray O'Herron	02/26/22	2177603	8.99
10-5010-40-4032	#114041-729 Trouser Cargo Pro-Du	Ray O'Herron	02/26/22	2177603	108.01

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Fund 10 General Fund					
Dept 5010 Police					
10-5010-40-4040	FBINAA National & IL Dues	FBI National Academy Assoc	01/31/22	171828	120.00
10-5010-50-5020	Comprehensive Reports & Searches	LexisNexis Risk Solutions	02/28/22	1267894-20220228	403.60
10-5010-50-5025	Postage PD 01/11/22-02/11/22	Stamps.com	02/10/22	9495381-23021427	17.99
10-5010-50-5030	Police Phone Lines Feb22	First Communications, LLC	02/06/22	123233468	567.32
10-5010-50-5030	Police Phone Lines Mar22	First Communications, LLC	03/06/22	123372451	565.38
10-5010-50-5030	Cell Phone Police	Verizon Wireless	02/10/22	Jan22	393.17
10-5010-50-5051	Squad 1703 Maintenance	B & E Auto Repair Service	02/26/22	141258	39.90
10-5010-50-5051	Firestone Firehawk GTZ Pursuit	Bauer Built Inc.	02/25/22	200158243	2,275.52
10-5010-50-5051	Illinois Tire fee	Bauer Built Inc.	02/25/22	200158243	40.00
10-5010-50-5051	Car Washes PD Feb22	Fuller's Car Wash	02/28/22	8495	168.00
10-5010-50-5051	Repairs to Squad 2016	Willowbrook Ford	02/28/22	6367566	1,868.79
10-5010-50-5051	Squad 1816 Maintenance	Willowbrook Ford	02/18/22	6367060	685.73
10-5010-60-6000	Office Supplies	Amazon.com Credit	02/08/22	1126475391-1496232	59.37
10-5010-60-6010	Operating Supplies	Amazon.com Credit	02/08/22	1126475391-1496232	76.77
10-5010-60-6010	Tekbond Colorless Fast Dry Super	Amazon.com Credit	02/08/22	1133486476-5578633	30.21
10-5010-60-6010	Annual Maintenance Fire Extingui	Fredriksen Fire Equipment	03/02/22	214822	383.30
10-5010-60-6010	Prisoner Meals	Wex Bank	01/23/22	77713954	36.42
10-5010-60-6020	Gasoline PD	DuPage County Public Works	02/18/22	2020-5F	18,425.96
10-5010-60-6020	Gasoline PD	Wex Bank	02/23/22	78766764	1,500.24
10-5010-60-6020	Gasoline PD	Wex Bank	01/23/22	77713954	316.17
10-5010-70-7000	FY 21-22 Wirth - Body Armor	JG Uniforms, Inc.	03/07/22	95677	845.00
Total For Dept 5010 Police					29,095.84
Dept 6010 Public Works					
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	02/22/22	9448	73.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	01/25/22	8861	73.18
10-6010-40-4032	Uniform rentals/cleaning	Breens Inc.	03/01/22	9589	73.18
10-6010-40-4032	Boot Allowance	Christopher J. Breakey, II	02/15/22	02/15/22	150.00
10-6010-40-4040	Professional Engineering License	Illinois Dept of Financial	02/15/22	21391822	61.35
10-6010-50-5035	Landscaping Maintenance	Shaw Media	02/25/22	022210074573	137.90
10-6010-50-5050	PM. services to 926M Loader.	Altorfer Industries, Inc.	03/04/22	TT70173	2,144.71
10-6010-50-5050	PW Equipment Fire Extinguishers	Fredriksen Fire Equipment	03/02/22	214824	36.60
10-6010-50-5050	Anti Seize Brush Top Bottle	L. A. Fasteners, Inc.	03/03/22	1-277444	76.90
10-6010-50-5051	Safety Test Units 64 & 82	Foster's Truck Repair	02/08/22	39604	81.00
10-6010-50-5051	Safety Test Unit 83	Foster's Truck Repair	02/08/22	39539	40.50
10-6010-50-5051	PW & VH Vehicles Fire Extinguish	Fredriksen Fire Equipment	03/02/22	214820	355.30
10-6010-50-5051	Seat Switch	McCann Industries, Inc.	02/15/22	P39312 (2)	50.00
10-6010-50-5051	Unit 31/Unit 71 Coolant Line Rep	Willowbrook Ford	03/07/22	6368022	325.68
10-6010-50-5051	Unit 31/Unit 71 Engine/Brakes Re	Willowbrook Ford	02/09/22	6366559	3,743.88
10-6010-50-5052	Cell Cleaning at PD	City Wide of Illinois	02/01/22	32034003951	206.00
10-6010-50-5052	VH HVAC Air Handler & Ducts Insp	Dynamic Heating & Piping C	01/31/22	204224	1,076.40
10-6010-50-5052	HVAC Systems Maint. Contract Bil	Dynamic Heating & Piping C	02/28/22	SM21006-1	3,462.02
10-6010-50-5052	Air Compressor Service	Dynamic Heating & Piping C	02/08/22	204189	478.40
10-6010-50-5052	VH HVAC Pneumatic Compressor Rep	Dynamic Heating & Piping C	02/11/22	204234	2,105.00
10-6010-50-5052	New Pneumatic Damper	Dynamic Heating & Piping C	02/11/22	204235	785.00
10-6010-50-5052	VH HVAC; Replace Air Handler Mot	Dynamic Heating & Piping C	02/11/22	204236	1,668.60
10-6010-50-5052	Humidifier Drain in PD	Dynamic Heating & Piping C	02/21/22	204260	777.60
10-6010-50-5052	PD Building Fire Extinguishers	Fredriksen Fire Equipment	03/02/22	214821	547.30
10-6010-50-5052	PW Building Fire Extinguishers	Fredriksen Fire Equipment	03/02/22	214823	315.25
10-6010-50-5052	VH Building Fire Extinguishers	Fredriksen Fire Equipment	03/02/22	214827	103.70
10-6010-50-5052	HVAC Re-Piped	Rag's Electric, Inc.	02/22/22	23211	720.75
10-6010-50-5054	Fluorescent Ballasts	Grainger, Inc.	02/28/22	9228191962	492.36

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Fund 10 General Fund					
Dept 6010 Public Works					
10-6010-50-5054	Comed Utility Incentive	Grainger, Inc.	02/21/22	9219051373	(5.00)
10-6010-50-5054	2 Locations Street Light Outage	Rag's Electric, Inc.	02/28/22	23237	951.02
10-6010-50-5055	Railhorn at Madison & 97th Street	Meade Electric Company, Ir	01/20/22	699728	156.59
10-6010-50-5055	Maintenance - Traffic Signals	Meade Electric Company, Ir	02/28/22	699365	175.00
10-6010-50-5058	Mat rentals - VH & PW	Breens Inc.	02/22/22	9449	26.50
10-6010-50-5058	Mat rentals - PD	Breens Inc.	01/25/22	8862	26.50
10-6010-50-5058	Mat rentals - VH & PW	Breens Inc.	03/01/22	9590	26.50
10-6010-50-5058	Janitorial Services VH	City Wide of Illinois	02/01/22	32034003952	138.49
10-6010-50-5058	Janitorial Services PW	City Wide of Illinois	02/01/22	32034003953	74.13
10-6010-50-5058	Janitorial Services Contract FY	City Wide of Illinois	01/01/22	32034003713	1,190.00
10-6010-50-5058	Janitorial Services VH	City Wide of Illinois	01/01/22	32034003714	800.00
10-6010-50-5058	Janitorial Services PW	City Wide of Illinois	01/01/22	32034003715	321.00
10-6010-50-5058	Janitorial Services Holding Cell	Service Master	02/24/22	214647	195.00
10-6010-50-5065	Village Street Lights Feb22	Constellation NewEnergy, I	02/28/22	61740183201 Feb22	2,840.20
10-6010-50-5080	Sewer VH 08,31-10.29.21	DuPage County Public Works	02/07/22	30506556-01 Feb22	1,254.17
10-6010-50-5080	Rustic Acres	NICOR Gas	02/15/22	81110732419 Feb22	355.86
10-6010-50-5080	Village Hall	NICOR Gas	02/15/22	47025700007 Feb22	1,654.95
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	02/22/22	9448	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	01/25/22	8861	4.50
10-6010-50-5085	Shop Towel Rentals	Breens Inc.	03/01/22	9589	4.50
10-6010-60-6000	Heavy Duty Self Ink Dater	Rubber Stamp Champ	02/01/22	1199085	49.50
10-6010-60-6010	Space Heater	Amazon.com Credit	01/26/22	111-7020977-2391459	65.81
10-6010-60-6010	Operating Supplies	Knox Company	02/09/22	SOKA 217315	486.00
10-6010-60-6010	Operating Supplies	Menards - Hodgkins	02/15/22	91851	293.09
10-6010-60-6020	Titan Performance Hydraulic Oil	Al Warren Oil Com., Inc.	02/24/22	W1455941	568.70
10-6010-60-6020	Gasoline PW	DuPage County Public Works	02/18/22	2020-5F	12,421.73
10-6010-60-6020	Gasoline	SuperFleet MasterCard	02/26/22	FB346 Feb22	1,161.95
10-6010-60-6040	Supplies-Equipment	Monroe Truck Equipment, Ir	02/25/22	336407	110.41
10-6010-60-6041	Battery Cables	Westown Auto Supply Co. Ir	03/07/22	926621	12.36
10-6010-60-6042	High Performance Cold Patch	K-Five Hodgkins, LLC	03/01/22	37190	217.50
10-6010-60-6060	Bulk Rock Salt	Compass Minerals America,	02/11/22	951955	6,118.36
10-6010-60-6060	BEET HEET Blends	K-Tech Specialty Coatings,	02/28/22	202202-K0130	6,179.65
Total For Dept 6010 Public Works					58,041.21
Total For Fund 10 General Fund					131,263.94
Fund 23 Hotel/Motel Tax Fund					
Dept 7030 Special Revenue Hotel/Motel					
23-7030-80-8010	Custom Signs & Decals SOS Signag	Bannerville USA Inc.	03/08/22	31778	240.00
23-7030-80-8010	Annual Marketing & Communication	Kaleidoscope Management Gr	02/28/22	1859	5,600.00
23-7030-80-8012	Business Lunch Weyant, H	Patti's Sunrise Cafe	02/11/22	343943	48.31
Total For Dept 7030 Special Revenue Hotel/Motel					5,888.31
Total For Fund 23 Hotel/Motel Tax Fund					5,888.31
Fund 33 Equipment Replacement Fund					
Dept 8030 Equipment Replacement					
33-8030-50-5071	Lease Maintenance	Enterprise FM Trust	03/01/22	FBN4416532	486.27
33-8030-50-5071	Lease Maintenance	Enterprise FM Trust	03/01/22	FBN4425025	43.77
33-8030-80-8065	Lease Principal	Enterprise FM Trust	03/01/22	FBN4416532	127,641.33
33-8030-80-8065	Lease Principal	Enterprise FM Trust	03/01/22	FBN4425025	4,991.87
33-8030-80-8075	Lease Interest	Enterprise FM Trust	03/01/22	FBN4416532	2,556.31
33-8030-80-8075	Lease Interest	Enterprise FM Trust	03/01/22	FBN4425025	690.97

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE  
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BOTH OPEN AND PAID

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 33 Equipment Replacement Fund					
Dept 8030 Equipment Replacement					
Total For Dept 8030 Equipment Replacement					136,410.52
Total For Fund 33 Equipment Replacement Fund					136,410.52
Fund 51 Water Fund					
Dept 6030 Water Operations					
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	02/22/22	9448	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	01/25/22	8861	72.14
51-6030-40-4032	Uniform rentals/cleaning	Breens Inc.	03/01/22	9589	72.14
51-6030-50-5020	(12) Coliform Samples	Envirotest Perry Laborato	02/28/22	22-135726	144.00
51-6030-50-5030	Pump Center Alarm Jan22	AT&T	01/22/22	630325420901 Jan22	290.17
51-6030-50-5030	Telephone Land Lines Jan22	Peerless Network, Inc.	01/15/22	487729	147.32
51-6030-50-5030	Cell Phone Water	Verizon Wireless	02/10/22	Jan22	(20.84)
51-6030-50-5030	Water Modems	Verizon Wireless	02/10/22	Jan22	182.76
51-6030-50-5050	PM. services to 308 Excav.	Altorfer Industries, Inc.	03/04/22	TT70174	1,744.72
51-6030-50-5051	Water Div Vehicles Fire Extingui	Fredriksen Fire Equipment	03/02/22	214826	30.50
51-6030-50-5051	Maintenance-Vehicles	Illinois Secretary of Stat	02/09/22	02/09/22	153.38
51-6030-50-5052	Pump Ctr Building Fire Extinguis	Fredriksen Fire Equipment	03/02/22	214825	30.50
51-6030-50-5070	Senior Engineer 1-Hydraulic Wate	Crawford, Murphy & Tilly,	02/14/22	0219648	536.25
51-6030-50-5070	Senior Engineer 1-Water rate stu	Crawford, Murphy & Tilly,	02/14/22	0219648	495.00
51-6030-50-5070	Senior Engineer 1-Rise and resil	Crawford, Murphy & Tilly,	02/14/22	0219648	825.00
51-6030-50-5071	Lease Maintenance	Enterprise FM Trust	03/01/22	FBN4416532	123.88
51-6030-60-6010	Wright Tool with Penta Socket	Amazon.com Credit	02/15/22	1136394425-6126601	112.68
51-6030-60-6020	Gasoline Water	DuPage County Public Works	02/18/22	2020-5F	3,776.85
51-6030-80-8065	Lease Principal	Enterprise FM Trust	03/01/22	FBN4416532	2,541.13
51-6030-80-8075	Lease Interest	Enterprise FM Trust	03/01/22	FBN4416532	533.62
Total For Dept 6030 Water Operations					11,863.34
Total For Fund 51 Water Fund					11,863.34
Fund 52 Sewer Fund					
Dept 6040 Sewer Operations					
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	02/22/22	9448	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	01/25/22	8861	24.63
52-6040-40-4032	Uniform rentals/cleaning	Breens Inc.	03/01/22	9589	24.63
52-6040-50-5020	MWRD Professional Eng Serv per N	RJN Group, Inc.	03/02/22	380301	1,952.50
52-6040-50-5030	Telephone Land Lines Jan22	Peerless Network, Inc.	01/15/22	487729	16.36
52-6040-50-5030	Sewer Modems	Verizon Wireless	02/10/22	Jan22	30.46
52-6040-70-7010	Engineering Services; Chasemoor	RJN Group, Inc.	03/02/22	34970111	902.50
Total For Dept 6040 Sewer Operations					2,975.71
Total For Fund 52 Sewer Fund					2,975.71
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-50-5020	IT Support FY22	Orbis Solutions	02/24/22	5572643	4,100.00
61-4040-50-5030	Mobile Hot Spot	Verizon Wireless	02/10/22	Jan22	(8.13)
61-4040-50-5061	Monthly GIS Services Mar22	Cloudpoint Geospatial	02/28/22	3064	1,950.00
61-4040-50-5061	Pump Center	Comcast	01/21/22	8771201140533898 Jan	11.50
61-4040-50-5061	Contact Management Jan22	MAILCHIMP	01/25/22	12269165	26.34
61-4040-50-5061	Annual Adjudication Monthly Fee	Municipal Systems, Inc.	02/28/22	MS 2022-02-09	1,450.00
61-4040-50-5061	Annual Fee for Trello Premium	Trello, Inc.	02/16/22	17721275	119.99
61-4040-50-5061	Video Conferencing	Zoom Video Communications	02/01/22	130955549	14.99



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DB: Burr Ridge

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 61 Information Technology Fund					
Dept 4040 Information Technology					
61-4040-60-6010	Printer Toner Cartridges	Next Day Toner Supplies, 102/22/22		5228590	942.90
61-4040-60-6040	Monthly network charges, March	Motorola Solutions - STARC 03/01/22		6365620220201	510.00
Total For Dept 4040 Information Technology					9,117.59
Total For Fund 61 Information Technology Fund					9,117.59

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
		Fund 10 General Fund			131,263.94
		Fund 23 Hotel/Motel Tax Fund			5,888.31
		Fund 33 Equipment Replacement Fu			136,410.52
		Fund 51 Water Fund			11,863.34
		Fund 52 Sewer Fund			2,975.71
		Fund 61 Information Technology F			9,117.59
		Total For All Funds:			297,519.41

## **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150  
PUBLIC EMPLOYEES DIVISION**

**AND**

**VILLAGE OF BURR RIDGE**

**~~MAY~~November 1, ~~2016-2020~~ THROUGH APRIL 30, ~~2020~~2025**

## **AGREEMENT**

This Collective Bargaining Agreement (“Agreement”) has been made and entered into by and between the Village of Burr Ridge, Illinois, (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **ARTICLE I**

### **UNION RECOGNITION/MANAGEMENT RIGHTS**

#### **SECTION 1.1: RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees for all persons employed full time or regular part time by the Village of Burr Ridge in the following classifications: General Utility Worker I, General Utility Worker II, and Assistant Water Operator within the Department of Public Works, as certified by the Illinois State Labor Relations Board in No. S-RC-12-055. Excluded are any and all other employees of the Village of Burr Ridge.

#### **SECTION 1.2: MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees, including, but are not limited to, the following: to plan, direct, control and

determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to layoff employees or otherwise relieve employees from duty for lack of work or other legitimate reasons; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish reasonable performance standards for employees; to discipline, suspend and discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees for training; to determine equipment to be used and uniforms to be worn; to determine work hours; to develop job descriptions for the positions covered by this Agreement, which shall be subject to change from time to time by the Village; to determine internal investigation procedures.

### **SECTION 1.3:       PART TIME**

Part time employees are defined as those employees who are regularly scheduled to work less than 30 hours per week. Part time employees in the classifications of General Utility Worker I and General Utility Worker II shall be members of the bargaining unit but shall not be entitled to any fringe benefits hereunder. Part time employees shall be subject to such limitations on maximum allowable hours of work as the Employer shall determine. There shall be no limitation on the number of part time employees that the Village may employ. There shall be no limitation on the number of non-bargaining unit seasonal and/or temporary employees that the Village may employ, or the work they are assigned to perform.

## ARTICLE II

### UNION RIGHTS

#### SECTION 2.1:        UNION ACTIVITY DURING WORKING HOURS

The Village shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday (provided advance permission is granted by the Village), to discuss collective bargaining negotiations, the administration of the collective bargaining agreement, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees. Provided, however, any non-employee Union representative shall provide advance notice to the Director or the Director's designee before entering the worksite.

~~Authorized agents of the Union shall have reasonable access, with prior notice to the Director of Public Works, to the Employer's Public Works Facility during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.~~

#### SECTION 2.2:        TIME OFF FOR UNION ACTIVITIES

Employees may utilize any accumulated time off other than sick leave (holiday, personal, vacation, etc.) for union business, provided that all notice requirements in effect for the use of any such leave are satisfied and the use does not interrupt the Employer's working schedule.

## **SECTION 2.3: UNION BULLETIN BOARD**

The Village will make available bulletin board space on one (1) of the visible and accessible bulletin boards in the Public Works Facility for the posting of official Union notices and information of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to said bulletin board.

## **ARTICLE III**

### **UNION DUES/FAIR SHARE CHECKOFF**

## **SECTION 3.1: DEDUCTIONS**

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

Union membership dues, assessments, or fees;

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. The Union agrees that no deduction amount shall be changed more than twice per calendar year.

## **~~SECTION 3.2: FAIR SHARE~~**

~~Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.~~

~~—The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period. The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.~~

**SECTION 3.3: ~~—~~ APPEAL PROCEDURE**

~~—The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.~~

**SECTION 3.24: HOLD HARMLESS**

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

**ARTICLE IV**

**HOURS OF WORK AND OVERTIME**

**SECTION 4.1: WORKDAY AND WORKWEEK**

- A. The normal workday is eight (8) hours, and the normal workweek is forty (40) hours.
- B. The normal hours/workdays for bargaining unit employees shall be 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch, exclusive of drive/wash up time, Monday through Friday. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early, or shall be compensated at the appropriate rate of overtime should an employee not leave work early.
- C. Employees will be provided with one (1) fifteen (15) minute work break in the morning and one (1) fifteen (15) minute work break in the afternoon. If employees work more than four hours of overtime, they will be entitled to one (1) fifteen (15) minute paid break for every four hours worked.



D. The Village may establish temporary work shifts in cases of emergency or where weather or unusual circumstances exist, not to exceed seven (7) calendar days in duration, and may assign employees to work on the temporary shift according to the skills and classifications needed to complete the work to be performed on the temporary shift. The Employer may send an employee home early from his or her regular shift when weather forecasts indicate a possible callback for snow plowing. An employee assigned to overnight work shift(s) will receive their straight-time hourly rate of pay for the first 8 hours worked during regular or overnight shift(s) of a regular workday, which hours may not be consecutive. However, if any employee(s) are sent home early for this reason and not called back, they shall be paid from the time they were sent home to the scheduled end of that work shift which hours in total shall not be less than eight (8) and shall constitute their regular workday.

#### **SECTION 4.2: OVERTIME COMPENSATION**

The compensation paid employees for overtime work shall be as follows:

A. Except as set forth elsewhere in this agreement, a bargaining unit employee shall be paid at one and one-half times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week. Overtime will be rounded up to the nearest ¼ hour.

B. Compensated time not actually worked shall be counted as "time worked" for purposes of computing overtime compensation.

#### **SECTION 4.3: OVERTIME DISTRIBUTION**

The Village may require overtime work, and employees may not refuse overtime assignments unless compelling reason is shown. Overtime work will be offered and equitably distributed annually to employees in the job classification in which the need for overtime arises. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If any employee establishes that he/she has not received an overtime opportunity that he/she should have received, the employee shall

have first preference to future overtime opportunities until the matter is remedied. The Village reserves the right to assign work normally performed by bargaining unit members to non-bargaining unit persons where, in the reasonable opinion of the Director, such assignment is sound from an operational perspective (such as, a need for supervisory or technical knowledge or skills, preservation of employee rest period(s), or scheduled need for specific employee(s) on a subsequent shift).

For each week beginning Friday at 3:30PM and ending the following Friday at 7:00AM, two (2) employees from the bargaining unit shall be assigned to standby duty. One such standby bargaining unit employee shall be selected from a list that rotates exclusively among the classifications of General Utility Worker II and Assistant Water Operator. The other standby bargaining unit employee shall be selected from a list that rotates exclusively in the classification of General Utility Worker I. The employee selected for a standby assignment shall not be granted leave from any normal workday during the week (i.e. vacation, compensatory, personal, or holiday allowance) but may find a substitute to cover his/her weeklong assignment from within the exclusive classification(s). Coverage for a standby assignment from outside the exclusive classification(s) may be allowed by the Director if the substitute employee has demonstrated skills and experience similar to the employee making the request for substitution. Substitutions shall be provided by written notice to the Director or his/her designee.

A General Utility Worker II or Assistant Water Operator on standby duty shall be paid one hundred fifty (\$150) for each weeklong standby assignment. A General Utility Worker I on standby duty shall be paid one hundred fifty (\$150) for each weeklong standby assignment. A standby employee called during his/her standby assignment shall be compensated at the employee's hourly rate for hours worked with the minimum callback guarantee as stated elsewhere herein.

Except in times of emergency when immediate actions are required to control the situation, or when weather forecasts indicate a possible callback for snow plowing and route assignments have been made by the managing Supervisor, an unscheduled overtime assignment shall be to a qualified bargaining unit employee on standby duty within the job classification that normally performs the work.

Overtime assignment for scheduled or special event assignments shall be:

- (1) First, to the qualified standby personnel within the job classification that normally performs the work,
- (2) Second, to any qualified employee who affirmatively advise the managing Supervisor of their interest and availability to work the overtime assignment, and such assignments shall be equitably distributed.

A managing Supervisor calling a bargaining unit employee for an unscheduled overtime assignment will leave a voicemail message and callback number if the call is unanswered. Employees on standby duty shall respond to such call within ten (10) minutes. All other employees called for an unscheduled overtime assignment shall respond within twenty (20) minutes. Bargaining unit employees on standby duty who do not respond in the aforementioned timeframe will forfeit the entirety of their standby pay for the weeklong assignment and may be subject to corrective actions as well as progressive discipline.

#### **SECTION 4.4: CALLBACK**

A callback is an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such callback with pay beginning at the time the employee arrives at the job site. Employees shall be given a reasonable amount of time to respond to the Village facility, but shall make every effort to respond within one hour, weather and traffic conditions dependent. In the event of consecutive callbacks within the guaranteed minimum two (2) hour period, the employee will not be paid for two (2) separate callbacks.

#### **SECTION 4.5: COMPENSATORY TIME**

In lieu of paid overtime employees may opt to earn compensatory time off. Compensatory time shall be granted in the minimum of fifteen (15) minute blocks. Employees may accumulate up to forty-eight (48) ~~thirty-two (32)~~ hours of compensatory time in lieu of overtime at any given time. Compensatory time cannot be scheduled before it is earned. Compensatory time may be cashed in by the employee at the normal cash in periods in April and November.

#### **SECTION 4.6: MANDATORY REST PERIOD**

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period on or off site at the employee's discretion. The rest period shall be unpaid, but the employee shall be allowed to substitute vacation time, personal time or compensatory time for any time that the rest period extends into a scheduled work shift.

### **ARTICLE V**

#### **SENIORITY**

##### **SECTION 5.1: SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent continuous regular full time employment within Department of Public Works for the Employer. Seniority is not transferable into the bargaining unit from previously held non-bargaining unit positions. When two employees have the same seniority date, a coin flip shall determine their seniority for the purposes of this Agreement.

##### **SECTION 5.2: BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by voluntary resignation, layoff in excess of twelve (12) months, discharge for just cause (or without cause in the case of a probationary employee), retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if a laid off employee returns to work in any capacity for the Employer within twelve (12) months of layoff, the break in continuous service shall be removed from his/her record.

##### **SECTION 5.3: SENIORITY LIST**

The Employer shall maintain a seniority list which shall be furnished to the Union upon request. Any objections to the seniority list will be waived if not raised in writing by the Union within ten (10) days of the furnishing of the list.

## **SECTION 5.4: PROBATIONARY EMPLOYEES**

An employee is probationary for the first twelve (12) months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, the employee may be disciplined or discharged without cause, and no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

### **ARTICLE VI**

## **LAYOFF AND RECALL**

### **SECTION 6.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in currently filled bargaining unit jobs. The Village Administrator, with the approval of the Village Board, retains full authority to lay off and assign work. Layoffs may be implemented by reason of shortage of work or funds, the abolition of the position, material changes in the duties or organization, or for other reasons which may be determined by the Village. The temporary or permanent separation of an employee from employment as a penalty or disciplinary action, or the removal of a probationary employee during the probationary period, shall not be considered a layoff. The Employer shall give the Union and the laid off employee(s) at least forty five (45) days notice of any layoffs, unless such notice is impracticable.

### **SECTION 6.2: GENERAL PROCEDURES**

The basis for determining layoffs of employees shall include but not be limited to seniority, licensing, and qualifications. In the event that licensing and qualifications are determined by the Village to be equal, seniority in classification shall be the determining factor.

### **SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are on the recall list shall be recalled in the inverse order of their layoff, provided that they are presently qualified to perform the work without further training in the position classification to which they are recalled. The Employer shall notify the employee via certified mail to the employee's last known address with a copy to the Union that he/she is being recalled. The employee shall notify the Village Administrator, in writing, of the employee's intention to return within three (3) calendar days after receiving notice of recall or seven (7) calendar days for the date of the mailing of the notice, whichever is less. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address, it being the obligation and responsibility of the employee to provide the Village with the employee's last mailing address. If the employee does not respond in time, the employee will no longer be considered for employment. Recalled employees shall report for work within fourteen (14) days after their notification of intent to return or at some further time as may be designated by the Village.

## **ARTICLE VII**

### **DISCIPLINARY PROCEDURES**

#### **SECTION 7.1: EMPLOYEE DISCIPLINE**

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause (probationary employees without cause). Discipline may include the following steps, which are not exhaustive:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file.
- (D) Discharge with documentation of such maintained in the employee's personnel file.

However, the Employer shall retain the right to invoke discipline which it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists (except for probationary employees). Therefore, the Employer may invoke either a suspension or discharge without oral warning or written reprimand should the seriousness of the offense warrant suspension or discharge without oral warning or written warning.

Prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director of Public Works. In the case of termination, the employee will be given the opportunity to discuss the matter with the Village Administrator. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action.

All disciplinary action (including verbal warnings if documented) shall be signed by the employee as having been received by the employee, not that it is agreed to, with a copy given to the employee prior to placement in the personnel file, unless the employee refuses to sign the disciplinary action in which case the Employer shall so indicate on the disciplinary action that the employee has refused to sign it.

## **SECTION 7.2: RIGHT TO REPRESENTATION**

Prior to any disciplinary discussions with the employee, where the imposition of discipline beyond an oral warning is contemplated, the employee shall not be denied his/her rights to Union representation upon request due to the fact that disciplinary action may be taken.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

## **SECTION 8.1: GRIEVANCE DEFINED**

A grievance is defined as any claim of violation of this Agreement.

## **SECTION 8.2: PROCESSING OF GRIEVANCE**

Except for Step 1 and 2, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

## **SECTION 8.3: GRIEVANCE STEPS**

### **STEP ONE: IMMEDIATE NON-BARGAINING UNIT SUPERVISOR**

The Union or employee may submit a written grievance to the affected employee's immediate non-bargaining unit supervisor within seven (7) calendar days of the event giving rise to the grievance or the employee's reasonable knowledge of the events giving rise to the grievance. The Supervisor or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Supervisor shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Supervisor shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance. If the Supervisor does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

### **STEP ~~ONE~~TWO: DIRECTOR OF PUBLIC WORKS**

~~The Union or employee may submit a written grievance to the Director of Public Works within seven (7) calendar days of the event giving rise to the grievance or the employee's reasonable knowledge of the events giving rise to the grievance. If the grievance remains unsettled at Step One, t~~The Director or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Director shall submit a written response within ten (10)



business days of the conference. If the conference is not scheduled, the Director shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance. If the Director does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

### **STEP ~~THREE~~WO: VILLAGE ADMINISTRATOR**

If the grievance remains unsettled at Step ~~ONE~~TWO, the Union or employee may advance the written grievance to the Village Administrator within fourteen (14) calendar days of the response in step one or when such response was due. The Village Administrator or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Village Administrator shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the Village Administrator shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Village Administrator does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to the next step.

### **STEP THREE: ARBITRATION**

If the grievance remains unsettled after the response in step ~~three~~wo, the Union may refer the grievance to arbitration within fourteen (14) calendar days of the Step ~~Three~~wo response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of arbitrators. The parties shall alternately strike the names of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Issue(s) presented to the arbitrator shall be limited to those issue(s) presented at Step Two unless otherwise agreed by the parties.

The arbitrator shall render his/her decision in writing to the parties within a reasonable time following the close of the arbitration hearing or the submission date of briefs, whichever is later. The arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The arbitrator's decision shall be final and binding on the Employer, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

#### **SECTION 8.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form

shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, section citation or other procedural error (other than timeliness) shall not be grounds for denial of the grievance.

#### **SECTION 8.5: SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal.

#### **SECTION 8.6: UNION STEWARDS**

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to identify the Stewards.

### **ARTICLE IX**

#### **LEAVES**

#### **SECTION 9.1: HOLIDAYS**

Holidays are:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Years Eve (1/2 Day Only)

Beginning January 1, 2022, in addition to the recognized holidays above, each full-time employee will receive three (43) extra days per calendar year as personal days. These days can be taken at any time during a calendar year at a time approved by the employee's supervisor. Such approval shall not be unreasonably denied.

Full-time employees who begin employment between January 1 and April 30 will be eligible to receive ~~three-four~~ (43) personal days immediately upon employment- Full-time employees who begin employment between May 1 and August 31 will be eligible to receive ~~two-three~~ (32) personal days immediately upon employment. Full-time employees who begin employment between September 1 and December 31 shall be eligible for ~~ontwoe~~ (21) personal day immediately upon employment.

Personal Days must be taken in the calendar year they were received and may not be carried over into the new year. An exception to this policy will be made for employees who begin employment on December 1 or later. In this instance, full-time employees will be allowed to use said time off between December 1 and April 30 of the following year upon approval of the employee's supervisor.

An employee leaving the employ of the Village shall not be entitled to be paid for any accumulated, but unused. Personal Days.

All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of two (2) hours double time pay should an employee be called out on a holiday. For example, an employee is called out to plow snow on Christmas Day for 6 hours. He shall be compensated as follows: 8 hours of straight time pay and 6 hours of double time pay. Assuming his pay rate is \$20 per hour, he will receive \$400 for the day. There shall be no pyramiding and these hours shall not count towards additional overtime if they put the employee over 40 hours for the week.

## **SECTION 9.2: HOLIDAYS FALLING ON WEEKENDS**

The holiday shall be the day as established by the national holiday and as determined by the Employer and not necessarily the observed calendar day. Normally, if a recognized holiday falls on a Saturday, the designated holiday shall be on the previous Friday. If a recognized holiday falls on a Sunday, the designated holiday shall be on the Monday following the holiday. However, for the purpose

of holiday pay, the actual day on which the holiday falls shall be considered the day on which holiday pay will be awarded. For Christmas Eve and New Year's Eve, the holiday shall begin at noon and end at midnight. In years when Christmas Eve and New Year's Eve fall on a Friday, Saturday or Sunday, employees will receive a total holiday allowance of twelve (12) hours (8 hours for Christmas Eve, 4 hours for New Year's Eve) and will be allowed to use said time off between the 23<sup>rd</sup> of December and the 30<sup>th</sup> of April the following year. This holiday allowance time off must be scheduled in advance and approved by the Department Head.

### **SECTION 9.3: VACATION LEAVE**

Unless specified otherwise, regular full-time employees in the Village service completing a probationary period shall be allowed vacation leave according to the following schedule:

<u>Completed Years of Service</u>	<u>Earned Vacation Leave</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 17 years	5 weeks

Vacation leave is awarded at the beginning of each calendar year. The additional week of vacation which is granted to an employee on their 5<sup>th</sup>, 10<sup>th</sup>, and 17<sup>th</sup> year shall be awarded on the employee's anniversary date. All of the annual vacation days to which the employee is entitled in a calendar year will expire at the end of the calendar year, except for forty (40) hours which an employee may carry over into the next year and which must be used in the next year. Exceptions to this policy will be granted under the following circumstances:

1. For employees whose one, five, ten or seventeen year anniversary falls between November 1 and December 31. In this instance, employees will be allowed to use said vacation leave between November 1 and April 30 of the following year.

2. For new employees to allow them to take their first week of accrued vacation after six months of service between their six-month anniversary and the end of the calendar year following their one-year anniversary date.
3. For unusual circumstances which cause the Department Head to either revoke or otherwise not grant vacation time, due to the needs of the Department, when recommended by the Department Head and approved by the Village Administrator.

Vacation leave must be taken in minimum increments of one day (or less with Department Head approval, such approval not to be unreasonably denied). All vacation schedules shall be arranged in advance and approved by the Department Head, using the Request for Authorized Leave form. Up to two (2) weeks vacation will be granted by seniority, if requested prior to March 1. After March 1, vacations will be granted on a first come, first served basis. Requests for vacation time off in excess of two (2) weeks must receive the approval of the Village Administrator.

Thereafter, employees may select a single or more days of vacation leave with one (1) day's notice using the Request for Leave Form. Vacation requests with reasonable notice shall not be unreasonably denied. Requests to use personal days or compensatory time shall be made using the Request for Leave Form at least one full work day before the requested day off.

In case of emergency, the Department Head may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and, if necessary, may call back an employee from a vacation in progress, provided that the employee has remained at home for his or her vacation.

The time at which an employee may take vacation leave shall be ultimately determined by the Department Head, with due regard to seniority, the wishes of the employee, and to the needs of the Department. . During the Winter season, defined as November 1 through March 31 of a calendar year, no more than two employees covered by this Agreement shall be granted leave (i.e. vacation, compensatory, personal, or holiday allowance) and therefore relief from their snow fighting responsibilities that includes Saturdays, Sundays, and Holidays. Additional bargaining unit employees may be granted time off for leave (i.e. vacation, comp time- personal or holiday allowance) if they

provide written confirmation that they will be available to cover their snow fighting responsibilities during their approved time off and if all other circumstances permit. Employees covered by this Agreement that are unavailable because of extended leave (i.e. ~~sick time~~FMLA, injury, restricted duty, military leave) shall ~~not~~ be included in the totals of personnel allowed off on any given day and will eliminate relief (not scheduled time off) of the lowest-seniority employee covered by this Agreement.

Employees shall be eligible for accrued vacation upon termination. Upon the death of a Village employee, the named beneficiary or estate of the deceased employee shall be entitled to receive such sum for any accrued vacation period to which the employee was entitled at the time of death.

#### **SECTION 9.4: SICK LEAVE**

Bargaining unit employees shall earn sick leave at the rate of 3.077 hours per pay period worked, in accordance with the applicable provisions of the Village Personnel Manual ~~, attached hereto as Appendix A.~~

An employee may be eligible for sick leave for the following reasons:

- A. Personal illness or physical incapacity;
- B. Quarantine of an employee by a physician;
- ~~\_\_\_\_\_~~ C. Illness ~~, or~~ injury or medical appointment of immediate family (including step relations) of employee ~~\_\_\_\_\_~~ (immediate family is defined as spouse, parent, child, brother, sister, mother-in-~~\_\_\_\_\_~~ law or father-in-law);
- D. Maternity as directed by a physician;
- E. Doctor and Dentist Appointments.

Sick leave may be accumulated up to a maximum of 260 days. Sick leave may never be taken in advance of earning the time. In addition, employees covered under IMRF will be permitted to accumulate sick days beyond the 260-day limit, but only for the purpose of receiving credit for IMRF benefits at the time of retirement. Time accumulated beyond 260 days cannot be used for paid time off.

An employee, unable to report for work because of the above reasons, shall notify his/her supervisor or department head as soon as possible, but in no event shall such notice occur less than-30 minutes prior to the time they are expected to report for work. Sick leave with pay in excess of three (3) consecutive working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented the employee from reporting to work if so requested by the Employer. The Employer shall also have the right to request appropriate medical certification of any employee's need for sick leave or fitness to return to work whenever it reasonably determines such certification is necessary.

#### **SECTION 9.5: JURY DUTY LEAVE**

A full-time employee shall be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness in a case involving the Village, including cases where an employee is subpoenaed because they witness an incident while on duty, but excluding cases where the employee is the plaintiff or complainant.

When an employee is notified for jury duty, the employee is to provide notification to his/her supervisor or department head the following business day after receiving such notification. When serving on a jury, the employee must make regular contact with his/her supervisor or department head. An employee who must attend court on a non-work related matter must take vacation days or personal days or compensatory time to cover the time off from work. If the employee has used his/her allotted vacation or personal days or comp time the employee will be granted leave without pay.

#### **SECTION 9.6: MILITARY LEAVE**

Employees shall be eligible for military leave in accordance with applicable state and federal law.

#### **SECTION 9.7: FUNERAL LEAVE**

In the event of the death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to three (3) days off with pay to attend the funeral. For the purposes of this Section, immediate family shall be defined as the husband/wife, son/daughter, step son/step daughter,



mother/father, mother-in-law/father-in-law, sister/brother, grandmother/grandfather of the employee and/or the employee's spouse. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

If any portion of the approved leave falls on a day(s) the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Vacations will be extended as a result of a death of an immediate family member, occurring during vacation. Should an employee need additional time off due to a death of a family member, he shall be permitted to use vacation, personal or compensatory time as permitted by the Department of Public Works, such approval not to be unreasonably denied.

## **ARTICLE X**

### **LABOR MANAGEMENT CONFERENCES**

#### **SECTION 10.1: LABOR-MANAGEMENT CONFERENCES**

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or one Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend. All meetings shall start no later than 3:00 pm. There shall be a maximum of four (4) meetings per year unless otherwise mutually agreed to.

#### **SECTION 10.2: PURPOSE**

Such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the Employer representative. Grievances and arbitrations shall not be discussed at such meetings.

### **SECTION 10.3: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisors, who shall make a prompt in-the-field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

### **SECTION 10.4: PROTECTIVE CLOTHING**

The Employer shall provide necessary items of protective clothing and safety gear, as determined by the Employer, including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and non-prescription safety glasses.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 11.1: GENDER**

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

#### **SECTION 11.2: UNIFORMS**

The Village will supply all public works employees with uniforms as exist on the date of this Agreement. Boot allowance shall be \$125 per year in the first two years of the contract and shall increase to \$150 in the second two years of the contract.

#### **SECTION 11.3: LICENSE/CERTIFICATION REIMBURSEMENT**

The Employer shall reimburse all employees required by the Employer to carry any licenses and certifications (e.g., CDL) as well as the cost of the license/certification and any renewals as well as endorsements it may require.

## SECTION 11.4: DRUG AND ALCOHOL TESTING

The Village may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Village, providing, in the opinion of the Director of Public Works or his designee, there is sufficient cause for such testing, i.e., reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage. The Village also may require any or all employees to participate in random drug testing. Any random testing performed shall comply with federal and state regulations relating to employees with CDL licenses.

At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Public Works Director and/or his designee for appropriate action.

**Prohibition.** Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Director of Public Works any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%), shall be grounds for immediate termination.~~It is expressly understood that the Union and Village are in favor of a safe work environment, both for the employees and the public. As such, the parties agree on drug and alcohol testing procedures which go above and beyond current rules and regulations. The policies and procedures set forth in the Village's Substance Abuse Policy Statement are incorporated herein by reference, except for Article XII, Section M thereof, and are attached hereto as Appendix B. Actions taken pursuant to said Policy are subject to review under Article VIII of this Agreement (Grievance Procedure).~~

## **SECTION 11.5: MISCELLANEOUS BENEFITS**

### **1. ICMA DEFERRED COMPENSATION PROGRAM**

All full-time employees are eligible to participate in the International City Managers Association Retirement Corporation's (ICMARC) Deferred Compensation Program.

### **2. EMPLOYEE ANNIVERSARY RECOGNITION PROGRAM**

The Village has an established program for recognizing its employees for their length of service to the Village. Employees who have served the Village for ~~each~~ a period of five ~~years, commencing with the initial 5 year anniversary ten, fifteen, twenty, twenty-five and thirty years of employment~~ will be recognized by their department heads and will be given ~~either a savings bond in the amount of \$1,000 or a bonus~~ check in the amount of \$500 ~~(the cost of the bond)~~ in appreciation for their service to the Village of Burr Ridge. The Village will cover the cost of withholding taxes so that employees will not see a tax deduction when they receive their recognition award.

### **3. RETIREE BONUS PLAN**

All full-time employees who retire at age 55 years or older with 20 or more years of service are eligible to receive a \$5,000 cash bonus.

### **4. GROUP TERM LIFE INSURANCE**

Effective upon the date of employment, employees are covered by group term life insurance in the amount of \$50,000.

### **5. EDUCATIONAL ASSISTANCE PROGRAM**

The Village shall continue to offer an Educational Assistance Program for full-time employees of the Village as set forth in Appendix A.

### **6. WORKERS COMPENSATION**

Employees on approved workers compensation leave shall be paid the difference between the compensation provided pursuant to the Workers Compensation Act and their full salary (based on 40 hour work week) for a period of up to one (1) year from the date of injury.

7. ACTING UP PAY

If a General Utility Worker II (GU II) is temporarily assigned to perform the duties of a non-bargaining unit supervisor for 5 or more consecutive work days, then such employee shall be paid an additional Five Percent (5%) above their regular hourly rate for the duration of such assignment.

**ARTICLE XII**

**SUBCONTRACTING**

The Village recognizes the value of having work performed by its own employees and does not intend to use subcontracting as a means to eliminate the bargaining unit. Nevertheless, the parties recognize that subcontracting is and always has been the prerogative of the Village. At any time during the term of this Agreement or thereafter, the Village shall have the right to subcontract or reassign any or all of the existing and future operations and/or work performed by employees covered by this Agreement. However, the Village agrees that it will not contract out any type of work that has not previously been contracted out while any full time bargaining unit employee is on layoff status.

**ARTICLE XIII**

**NON-DISCRIMINATION**

**SECTION 13.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

## **SECTION 13.2: UNION ACTIVITY**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration and may be processed through other competent jurisdictions.

### **ARTICLE XIV**

#### **NO STRIKE/NO LOCKOUT**

## **SECTION 14.1: NO STRIKE**

Neither the Union nor any of its officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any job action, strike, sympathy strike, slowdown, sitdown, concerted refusal to perform overtime, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, during the life of this Agreement. The Union agrees to notify all employees covered by this Agreement of their obligation and responsibility to maintain compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Any violation of this Section shall constitute just cause for discharge.

## **SECTION 14.2: NO LOCKOUT**

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

### **ARTICLE XV**

#### **FILLING OF VACANCIES**

## **SECTION 15.1: POSTING**

Whenever the Employer determines there is a vacancy in an existing job classification, that the Employer determines should be filled, or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

## **SECTION 15.2: FILLING OF VACANCIES**

The Employer shall determine whether or not to fill any vacancy, and if it determines to fill a vacancy it shall determine whether there are any current employees who are qualified to fill the vacancy. If two employees are equally qualified, as determined by the Employer, the most senior employee shall be selected to fill the vacancy. If the Employer determines that no employees are qualified, the vacancy may be filled from outside the bargaining unit.

## **ARTICLE XVI**

### **INSURANCE**

#### **SECTION 16.1      COVERAGE**

The Village agrees to continue to provide medical, dental and life insurance coverage for employees through the Intergovernmental Personnel Benefit Cooperative (IPBC). Notwithstanding the foregoing, the Village retains the right to change insurance provider(s), carrier(s), third party administrator(s), or to self-insure for the provision of health, dental, and/or life insurance benefits, and the Village further reserves its right to institute, maintain and change cost containment, benefits and other provisions of the plan(s), provided that such changes are made in the plan(s) for other Village employees. For employee coverage, the Village will pay 90% of the cost of employee coverage and the employee shall pay the remaining 10% of the cost. For dependent coverage, the Village will pay 75% of the specified premium cost and the employee, if he/she elects to have dependent coverage, shall pay the remaining 25% of the cost.

#### **SECTION 16.2      VILLAGE INSURANCE BENEFIT RECIPROCITY**

In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications or improvements with respect to any of the

Village's health, life, or dental insurance programs or any medical insurance opt-out programs (when and if established) that are applicable to all other full-time Village employees, then such changes, modifications, or improvements (including the cost sharing arrangements between the Village and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other full-time Village employees.

### **SECTION 16.3        TERMS OF INSURANCE POLICIES TO GOVERN**

The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

### **SECTION 16.4        FLEX PLAN**

The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village's Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

## **ARTICLE XVII**

### **WAGE RATES**

#### **SECTION 17.1: WAGE RATES**



Employees covered by this Agreement shall be paid pursuant to the wage schedule attached hereto and incorporated herein as Appendix D. Employees will move from one step to the next on their anniversary date of hire based upon the employee's most recent date of beginning continuous full-time employment in a bargaining unit position, provided that they achieve a rating of "meets expectations" or better on his annual evaluation. If an employee is in danger of receiving an evaluation rating below "meets expectations" he will be given reasonable advance warning by the Village.

The Village, at its sole discretion, may determine the step for newly hired employees within the established pay plan. If in the exercise of that discretion the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning step, it may do so.

In the event of a General Utility Worker 1 or 2 being promoted to the position of General Utility Worker 2 or Assistant Water Operator, the promoted employee shall be immediately reclassified to the step which is no less than 5% above their current range in their new table, but at no point shall the promoted employee be classified as lower than range 7 in the General Utility Worker 2 or Assistant Water Operator table.

## **ARTICLE XVIII**

### **SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

## **ARTICLE XIX**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all

prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights clause (Section 1.3). The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. The Union also specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

## **ARTICLE XX**

### **TERMINATION**

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30<sup>th</sup> day of April, 202~~5~~9. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date, unless mutually agreed.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20~~22~~17 in the Village of Burr Ridge, ILLINOIS.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150,

VILLAGE OF BURR RIDGE

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James M. Sweeney  
President/Business Manager

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Kenneth Edwards  
Senior Counsel  
Public Sector Department~~tt~~

## APPENDIX A

### XI. Educational Assistance Program

The following Educational Assistance Program shall be applicable to full-time employees of the Village of Burr Ridge:

- A. This program is offered to encourage employees to improve their job skills, to increase their value to the Village and to assist them in preparing for future advancement with the Village.
- B. The scope of the program does not include special seminars or "short courses" of a few days' duration which will continue to be considered on an individual and departmental training basis as in-service training.
- C. The following provisions are established to govern the administration of the Village's Educational Assistance Program:
  1. Application for Educational Assistance may be made by any full-time permanent employee who has completed the designated probationary period.
  2. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (G.I. Bill, scholarship, vocational rehabilitation, LEAA, etc.).
  3. Applications are to be submitted for approval by the department head and Village Administrator in advance of beginning the course and only for course work directly related to the employee's present job, future responsibilities or directly related to a promotional position.
  4. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, junior colleges, colleges and universities.
  5. Reimbursement shall be limited to Seven Hundred and Fifty Dollars (\$750.00) per participant per fiscal year for undergraduate credit courses and One Thousand Dollars (\$1,000.00) per participant per fiscal year for graduate credit courses. There shall be a One Hundred Dollar (\$100.00) limitation per participant per fiscal year for non-credit courses. Employees will be reimbursed up to \$100 for textbooks per semester. (Revised 2-08)
  6. Reimbursement for tuition shall be according to the following schedule:
    - a. 100% reimbursement of eligible costs for courses completed with a "C" or better, or numerical equivalent;
    - b. 0% reimbursement of eligible costs for courses completed with a grade less than a "C" or its numerical equivalent or when the employee receives an indication that the employee did not complete the course requirements.
  7. For non-graded courses, when the grade received is "Satisfactory" or "Passing", the reimbursement will be calculated at 50% of eligible costs, subject to maximum amounts established in (5) above.

8. Employees must submit a copy of the school transcript showing final grade received. The employee shall be considered as having completed a class when the term for which the school received the tuition fee is concluded unless the school indicates the employee did not complete the course's requirements.

9. **Degree Program Assistance**

An employee may apply for Educational Assistance toward the attainment of a specific degree (see Attachment #6). (Added 2-96) Requests for a degree program shall be approved by the Village Board. Courses that are either required or pertinent to the approved degree program shall be considered eligible for Educational Assistance. In order to receive Educational Assistance for a degree program, the employee must sign the Tuition Reimbursement Agreement (see Attachment #7). (Revised 2-96)

Employees receiving approval of a degree program are eligible to apply for financial assistance in the amount of eighty percent (80%) of eligible tuition costs up to a maximum reimbursement of Three Thousand Dollars (\$3,000.00) per fiscal year. (Rev. 5-07)

Once an employee has received approval from the Village Board for Educational Assistance toward the attainment of a specific degree, a renewal of this approval is not needed each fiscal year, provided, however, the employee demonstrates a continuous progression to attainment of the degree as determined by the Village Administrator. (Revised 2-94) All other provisions of this section regarding Educational Assistance are applicable.

Employees receiving approval of a degree program may elect, as an alternative to the assistance outlined immediately above, to be reimbursed for tuition as provided in (6) above.

10. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received. Approval and reimbursement for Educational Assistance is contingent upon the availability of budgeted funds, the employee's successful completion of the course and adherence to the policies and procedures.
11. After May 1, 1991, employees who apply for and receive Educational Assistance toward a degree must continue employment with the Village for a period of two years following the last award of money towards the degree or be required to pay back the amount received during the two previous years on the following basis:

Less than one year worked after last award of money towards a degree - full amount paid by the Village during the previous two years preceding the last award of money;

Between one and two years worked after last award of money towards a degree - one-half the amount paid by the Village during the previous two years preceding the last award of money. (Revised 3-91) No reimbursement shall be required in the event of the death or total disability of the employee. (Revised 2-96)

12. Expenses such as student fees, matriculation fees, lab fees, parking, mileage, etc. shall not be part of the Educational Assistance Program. (Revised 3-91)(Revised 2-08)

## APPENDIX B

<u>GU1</u> <u>PT</u>	<u>Current</u>	<u>11/1/2020-10/31/2021</u>		<u>11/1/2021-4/30/2022</u>		<u>5/1/2022-4/30/2023</u>		<u>5/1/2023-4/30/2024</u>		<u>5/1/2024-4/30/2025</u>	
<u>1</u>	<u>\$ 18.80</u>	<u>\$ 19.18</u>	<u>\$ 19,176</u>	<u>\$ 19.56</u>	<u>\$ 19,560</u>	<u>\$ 20.00</u>	<u>\$20,000</u>	<u>\$ 20.45</u>	<u>\$20,450</u>	<u>\$ 20.96</u>	<u>\$20,961</u>
<u>2</u>	<u>\$ 19.74</u>	<u>\$ 20.13</u>	<u>\$ 20,135</u>	<u>\$ 20.54</u>	<u>\$ 20,537</u>	<u>\$ 21.00</u>	<u>\$21,000</u>	<u>\$ 21.47</u>	<u>\$21,473</u>	<u>\$ 22.01</u>	<u>\$22,009</u>
<u>3</u>	<u>\$ 20.67</u>	<u>\$ 21.08</u>	<u>\$ 21,083</u>	<u>\$ 21.51</u>	<u>\$ 21,505</u>	<u>\$ 22.00</u>	<u>\$22,000</u>	<u>\$ 22.50</u>	<u>\$22,495</u>	<u>\$ 23.06</u>	<u>\$23,057</u>
<u>4</u>	<u>\$ 21.61</u>	<u>\$ 22.04</u>	<u>\$ 22,042</u>	<u>\$ 22.48</u>	<u>\$ 22,483</u>	<u>\$ 23.00</u>	<u>\$23,000</u>	<u>\$ 23.52</u>	<u>\$23,518</u>	<u>\$ 24.11</u>	<u>\$24,105</u>
<u>5</u>	<u>\$ 22.54</u>	<u>\$ 22.99</u>	<u>\$ 22,991</u>	<u>\$ 23.45</u>	<u>\$ 23,451</u>	<u>\$ 24.00</u>	<u>\$24,000</u>	<u>\$ 24.54</u>	<u>\$24,540</u>	<u>\$ 25.15</u>	<u>\$25,154</u>
<u>6</u>	<u>\$ 23.48</u>	<u>\$ 23.95</u>	<u>\$ 23,950</u>	<u>\$ 24.43</u>	<u>\$ 24,429</u>	<u>\$ 25.00</u>	<u>\$25,000</u>	<u>\$ 25.56</u>	<u>\$25,563</u>	<u>\$ 26.20</u>	<u>\$26,202</u>
<u>7</u>	<u>\$ 24.41</u>	<u>\$ 24.90</u>	<u>\$ 24,898</u>	<u>\$ 25.40</u>	<u>\$ 25,396</u>	<u>\$ 26.00</u>	<u>\$26,000</u>	<u>\$ 26.59</u>	<u>\$26,585</u>	<u>\$ 27.25</u>	<u>\$27,250</u>
<u>8</u>	<u>\$ 25.35</u>	<u>\$ 25.86</u>	<u>\$ 25,857</u>	<u>\$ 26.37</u>	<u>\$ 26,374</u>	<u>\$ 27.00</u>	<u>\$27,000</u>	<u>\$ 27.61</u>	<u>\$27,608</u>	<u>\$ 28.30</u>	<u>\$28,298</u>

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<u>GU1</u> <u>FT</u>	<u>Current</u>	<u>11/1/2020-10/31/2021</u>		<u>11/1/2021-4/30/2022</u>		<u>5/1/2022-4/30/2023</u>		<u>5/1/2023-4/30/2024</u>		<u>5/1/2024-4/30/2025</u>	
<u>1</u>	<u>\$ 22.12</u>	<u>\$ 22.56</u>	<u>\$ 46,930</u>	<u>\$ 23.01</u>	<u>\$ 47,868</u>	<u>\$ 24.70</u>	<u>\$51,376</u>	<u>\$ 25.26</u>	<u>\$52,532</u>	<u>\$ 25.89</u>	<u>\$53,845</u>
<u>2</u>	<u>\$ 23.22</u>	<u>\$ 23.68</u>	<u>\$ 49,264</u>	<u>\$ 24.16</u>	<u>\$ 50,249</u>	<u>\$ 26.20</u>	<u>\$54,496</u>	<u>\$ 26.79</u>	<u>\$55,722</u>	<u>\$ 27.46</u>	<u>\$57,115</u>
<u>3</u>	<u>\$ 24.32</u>	<u>\$ 24.81</u>	<u>\$ 51,597</u>	<u>\$ 25.30</u>	<u>\$ 52,629</u>	<u>\$ 27.70</u>	<u>\$57,616</u>	<u>\$ 28.32</u>	<u>\$58,912</u>	<u>\$ 29.03</u>	<u>\$60,385</u>
<u>4</u>	<u>\$ 25.42</u>	<u>\$ 25.93</u>	<u>\$ 53,931</u>	<u>\$ 26.45</u>	<u>\$ 55,010</u>	<u>\$ 29.20</u>	<u>\$60,736</u>	<u>\$ 29.86</u>	<u>\$62,103</u>	<u>\$ 30.60</u>	<u>\$63,655</u>
<u>5</u>	<u>\$ 26.52</u>	<u>\$ 27.05</u>	<u>\$ 56,265</u>	<u>\$ 27.59</u>	<u>\$ 57,390</u>	<u>\$ 30.70</u>	<u>\$63,856</u>	<u>\$ 31.39</u>	<u>\$65,293</u>	<u>\$ 32.18</u>	<u>\$66,925</u>
<u>6</u>	<u>\$ 27.62</u>	<u>\$ 28.17</u>	<u>\$ 58,599</u>	<u>\$ 28.74</u>	<u>\$ 59,771</u>	<u>\$ 32.20</u>	<u>\$66,976</u>	<u>\$ 32.92</u>	<u>\$68,483</u>	<u>\$ 33.75</u>	<u>\$70,195</u>

<u>7</u>	<u>\$ 28.72</u>	<u>\$ 29.29</u>	<u>\$ 60,932</u>	<u>\$ 29.88</u>	<u>\$ 62,151</u>	<u>\$ 33.70</u>	<u>\$70,096</u>	<u>\$ 34.46</u>	<u>\$71,673</u>	<u>\$ 35.32</u>	<u>\$73,465</u>
<u>8</u>	<u>\$ 29.82</u>	<u>\$ 30.42</u>	<u>\$ 63,266</u>	<u>\$ 31.02</u>	<u>\$ 64,531</u>	<u>\$ 35.20</u>	<u>\$73,216</u>	<u>\$ 35.99</u>	<u>\$74,863</u>	<u>\$ 36.89</u>	<u>\$76,735</u>
<u>GU2</u>	<u>Current</u>	<u>11/1/2020-10/31/2021</u>		<u>11/1/2021-4/30/2022</u>		<u>5/1/2022-4/30/2023</u>		<u>5/1/2023-4/30/2024</u>		<u>5/1/2024-4/30/2025</u>	
<u>1</u>	<u>\$ 23.98</u>	<u>\$ 23.56</u>	<u>\$ 49,010</u>	<u>\$ 24.01</u>	<u>\$ 49,948</u>	<u>\$ 25.70</u>	<u>\$53,456</u>	<u>\$ 26.28</u>	<u>\$54,659</u>	<u>\$ 26.94</u>	<u>\$56,025</u>
<u>2</u>	<u>\$ 24.87</u>	<u>\$ 24.68</u>	<u>\$ 51,344</u>	<u>\$ 25.16</u>	<u>\$ 52,329</u>	<u>\$ 27.20</u>	<u>\$56,576</u>	<u>\$ 27.81</u>	<u>\$57,849</u>	<u>\$ 28.51</u>	<u>\$59,295</u>
<u>3</u>	<u>\$ 25.74</u>	<u>\$ 25.81</u>	<u>\$ 53,677</u>	<u>\$ 26.30</u>	<u>\$ 54,709</u>	<u>\$ 28.70</u>	<u>\$59,696</u>	<u>\$ 29.35</u>	<u>\$61,039</u>	<u>\$ 30.08</u>	<u>\$62,565</u>
<u>4</u>	<u>\$ 26.62</u>	<u>\$ 26.93</u>	<u>\$ 56,011</u>	<u>\$ 27.45</u>	<u>\$ 57,090</u>	<u>\$ 30.20</u>	<u>\$62,816</u>	<u>\$ 30.88</u>	<u>\$64,229</u>	<u>\$ 31.65</u>	<u>\$65,835</u>
<u>5</u>	<u>\$ 27.50</u>	<u>\$ 28.05</u>	<u>\$ 58,345</u>	<u>\$ 28.59</u>	<u>\$ 59,470</u>	<u>\$ 31.70</u>	<u>\$65,936</u>	<u>\$ 32.41</u>	<u>\$67,420</u>	<u>\$ 33.22</u>	<u>\$69,105</u>
<u>6</u>	<u>\$ 28.36</u>	<u>\$ 29.17</u>	<u>\$ 60,679</u>	<u>\$ 29.74</u>	<u>\$ 61,851</u>	<u>\$ 33.20</u>	<u>\$69,056</u>	<u>\$ 33.95</u>	<u>\$70,610</u>	<u>\$ 34.80</u>	<u>\$72,375</u>
<u>7</u>	<u>\$ 29.24</u>	<u>\$ 30.29</u>	<u>\$ 63,012</u>	<u>\$ 30.88</u>	<u>\$ 64,231</u>	<u>\$ 34.70</u>	<u>\$72,176</u>	<u>\$ 35.48</u>	<u>\$73,800</u>	<u>\$ 36.37</u>	<u>\$75,645</u>
<u>8</u>	<u>\$ 30.11</u>	<u>\$ 31.42</u>	<u>\$ 65,346</u>	<u>\$ 32.02</u>	<u>\$ 66,611</u>	<u>\$ 36.20</u>	<u>\$75,296</u>	<u>\$ 37.01</u>	<u>\$76,990</u>	<u>\$ 37.94</u>	<u>\$78,915</u>
<u>9</u>	<u>\$ 30.99</u>	<u>\$ 32.45</u>	<u>\$ 67,496</u>	<u>\$ 31.61</u>	<u>\$ 65,748</u>	<u>\$ 37.70</u>	<u>\$78,416</u>	<u>\$ 38.55</u>	<u>\$80,180</u>	<u>\$ 39.51</u>	<u>\$82,185</u>
<u>10</u>	<u>\$ 31.86</u>	<u>\$ 33.45</u>	<u>\$ 69,576</u>	<u>\$ 32.50</u>	<u>\$ 67,594</u>	<u>\$ 39.20</u>	<u>\$81,536</u>	<u>\$ 40.08</u>	<u>\$83,371</u>	<u>\$ 41.08</u>	<u>\$85,455</u>
<u>11</u>	<u>\$ 32.74</u>	<u>\$ 33.39</u>	<u>\$ 69,461</u>	<u>\$ 33.39</u>	<u>\$ 69,461</u>						
<u>12</u>	<u>\$ 33.60</u>	<u>\$ 34.27</u>	<u>\$ 71,286</u>	<u>\$ 34.27</u>	<u>\$ 71,286</u>						



<u>AWO</u>	<u>Current</u>	<u>11/1/2020-10/31/2021</u>		<u>11/1/2021-4/30/2022</u>		<u>5/1/2022-4/30/2023</u>		<u>5/1/2023-4/30/2024</u>		<u>5/1/2024-4/30/2025</u>	
<u>1</u>	<u>\$ 26.45</u>	<u>\$ 26.98</u>	<u>\$ 56,116</u>	<u>\$ 27.52</u>	<u>\$ 57,239</u>	<u>\$ 27.70</u>	<u>\$57,616</u>	<u>\$ 28.32</u>	<u>\$58,912</u>	<u>\$ 29.03</u>	<u>\$60,385</u>
<u>2</u>	<u>\$ 27.53</u>	<u>\$ 28.08</u>	<u>\$ 58,408</u>	<u>\$ 28.64</u>	<u>\$ 59,576</u>	<u>\$ 29.20</u>	<u>\$60,736</u>	<u>\$ 29.86</u>	<u>\$62,103</u>	<u>\$ 30.60</u>	<u>\$63,655</u>
<u>3</u>	<u>\$ 28.62</u>	<u>\$ 29.19</u>	<u>\$ 60,720</u>	<u>\$ 29.78</u>	<u>\$ 61,935</u>	<u>\$ 30.70</u>	<u>\$63,856</u>	<u>\$ 31.39</u>	<u>\$65,293</u>	<u>\$ 32.18</u>	<u>\$66,925</u>
<u>4</u>	<u>\$ 29.70</u>	<u>\$ 30.29</u>	<u>\$ 63,012</u>	<u>\$ 30.90</u>	<u>\$ 64,272</u>	<u>\$ 32.20</u>	<u>\$66,976</u>	<u>\$ 32.92</u>	<u>\$68,483</u>	<u>\$ 33.75</u>	<u>\$70,195</u>
<u>5</u>	<u>\$ 30.78</u>	<u>\$ 31.40</u>	<u>\$ 65,303</u>	<u>\$ 32.02</u>	<u>\$ 66,609</u>	<u>\$ 33.70</u>	<u>\$70,096</u>	<u>\$ 34.46</u>	<u>\$71,673</u>	<u>\$ 35.32</u>	<u>\$73,465</u>
<u>6</u>	<u>\$ 31.86</u>	<u>\$ 32.50</u>	<u>\$ 67,594</u>	<u>\$ 33.15</u>	<u>\$ 68,946</u>	<u>\$ 35.20</u>	<u>\$73,216</u>	<u>\$ 35.99</u>	<u>\$74,863</u>	<u>\$ 36.89</u>	<u>\$76,735</u>
<u>7</u>	<u>\$ 32.95</u>	<u>\$ 33.61</u>	<u>\$ 69,907</u>	<u>\$ 34.28</u>	<u>\$ 71,305</u>	<u>\$ 36.70</u>	<u>\$76,336</u>	<u>\$ 37.53</u>	<u>\$78,054</u>	<u>\$ 38.46</u>	<u>\$80,005</u>
<u>8</u>	<u>\$ 34.02</u>	<u>\$ 34.70</u>	<u>\$ 72,177</u>	<u>\$ 35.39</u>	<u>\$ 73,620</u>	<u>\$ 38.20</u>	<u>\$79,456</u>	<u>\$ 39.06</u>	<u>\$81,244</u>	<u>\$ 40.04</u>	<u>\$83,275</u>
<u>9</u>	<u>\$ 35.11</u>	<u>\$ 35.81</u>	<u>\$ 74,489</u>	<u>\$ 36.53</u>	<u>\$ 75,979</u>	<u>\$ 39.70</u>	<u>\$82,576</u>	<u>\$ 40.59</u>	<u>\$84,434</u>	<u>\$ 41.61</u>	<u>\$86,545</u>
<u>10</u>	<u>\$ 36.20</u>	<u>\$ 36.92</u>	<u>\$ 76,802</u>	<u>\$ 37.66</u>	<u>\$ 78,338</u>	<u>\$ 41.20</u>	<u>\$85,696</u>	<u>\$ 42.13</u>	<u>\$87,624</u>	<u>\$ 43.18</u>	<u>\$89,815</u>
<u>11</u>	<u>\$ 37.28</u>	<u>\$ 38.03</u>	<u>\$ 79,093</u>	<u>\$ 38.79</u>	<u>\$ 80,675</u>						
<u>12</u>	<u>\$ 38.36</u>	<u>\$ 39.13</u>	<u>\$ 81,385</u>	<u>\$ 39.91</u>	<u>\$ 83,012</u>						

2/18/2022

12B

**AGREEMENT BETWEEN  
THE VILLAGE OF BURR RIDGE, ILLINOIS  
AND  
THE METROPOLITAN ALLIANCE OF POLICE  
BURR RIDGE COMMAND CHAPTER #13**

**May 1, 2021 to April 30, 2024**

Union's Final  
2/18/2022

## **PREAMBLE**

THIS AGREEMENT, entered into by the Village of Burr Ridge, Illinois (hereinafter referred to as the "Village" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, BURR RIDGE COMMAND CHAPTER #13 (hereinafter referred to as the "Chapter") in recognition of the Chapter's status as the representative of certain of the Village's full-time sworn peace officers and has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Chapter do mutually promise and agree as follows:

## ARTICLE I

### RECOGNITION

**Section I.1.** Recognition. Pursuant to a certification by the Illinois Labor Relations Board in Case No. S-RC-05-109, and the certification issued thereon to the Metropolitan Alliance of Police, Burr Ridge Command Chapter #13 (hereinafter referred to as the “Chapter”), by the Illinois Labor Relations Board, the Village recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers in the rank of corporal and sergeant employed by the Village (hereinafter referred to as “officers” or “employees”), but excluding all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act (“Act”), including all sworn peace officers below the rank of sergeant, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other employees of the Village.

**Section I.2.** Fair Representation. The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

**Section I.3.** Chapter Stewards. For the purposes of this Agreement, the term “Chapter Stewards” shall refer to the Chapter’s locally elected representatives. The Chapter shall immediately inform the Police Chief in writing of the names of such stewards upon their election, as well as immediately inform the Police Chief in writing of any subsequent changes thereto.

**Section I.4.** Gender. Unless the context clearly indicates otherwise wherever the male gender or female gender is used in this Agreement, it shall be construed to include both males and females equally.

## ARTICLE II

### MANAGEMENT- RIGHTS

**Section II.1. Management Rights.** Except as expressly limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to assign overtime; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to change or eliminate existing methods, equipment or facilities and to introduce new equipment or facilities or introduce ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary employees for just cause in accordance with the applicable provisions of the Illinois Municipal Code (probationary employees without cause); and to relieve or lay off employees.

The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Administrator, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or other emergencies. In the event of such emergency action, the provisions of this Agreement, other than the compensation provisions, may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

## **ARTICLE III**

### **CHAPTER RIGHTS**

**Section III.1. Dues Deductions.** Upon receipt of proper written authorization from an employee, the Village shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

**Section III.2. Revocation of Dues.** An employee desiring to revoke the dues check off may do so by written notice to the Village and the Chapter at any time upon thirty (30) days' notice.

**Section I.1. Indemnity.** The Chapter hereby indemnifies and agrees to save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of, action taken or not taken by the Village in compliance with the provisions of this Article. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party.

**Section III.3. Labor-Management Committee.** At the request of either party, the designated Chapter Steward and the Police Chief or their designees shall meet at least twice a year to discuss matters of mutual concern that do not involve negotiations. The designated Chapter Steward may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings, unless otherwise mutually agreed to in a specific instance. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Such meetings shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties; and
3. Safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings." Nor shall such meetings be used for purpose of seeking to negotiate changes to the terms of this Agreement.

Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance at such meetings shall not interfere with required duty time. Attendance during duty time will be permitted only upon the prior approval of the Chief of Police or designee.

**Section III.4. Bulletin Board.** The Village will make available bulletin board space on one (1) of the visible and accessible bulletin boards in the Squad room for the posting of official Chapter notices

and information of a non-political and non-inflammatory nature. The Chapter will limit the posting of Chapter notices to said bulletin board.

## **ARTICLE IV**

### **FIRE AND POLICE COMMISSION**

**Section IV.1. Fire and Police Commission.** The parties recognize that the Village of Burr Ridge Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations and to hire, promote or demote employees. Nothing in this Agreement is intended in any way to replace or diminish any such authority, except as otherwise expressly provided in Section 6.10 (Suspension and Termination).

## ARTICLE V

### HOURS OF WORK AND OVERTIME

**Section V.1. Application of Article.** This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

**Section V.2. Normal Workday.** The normal workday shall consist of twelve (12) hours, including a 45-minute paid meal period, generally scheduled by the Village to occur sometime between the third and eighth hour of the shift. This meal period shall be considered out of service time during which the employee will be subject only to emergency calls. Employees will be allowed to take two (2) breaks of fifteen (15) minutes duration each, with one break during the first four (4) hours of a tour of duty, one break during the second four (4) hours of a tour of duty. Employees on break shall remain available for any and all calls for service and respond accordingly.

Unless the parties mutually agree otherwise, the shifts, workdays and hours to which employees are assigned shall be based upon the departmental rotating shift schedule that was in effect immediately prior to the effective date of this collective bargaining agreement.

While it is recognized that it may be necessary to change an employee's shift for such reasons as the need to rebalance shifts due to retirements or for other operational reasons, once an employee's shift schedule has been assigned, an employee's assigned shift will not be changed solely to avoid the payment of overtime.

Notwithstanding any other provision of this Agreement, sergeants assigned to investigations or administration may be assigned to an eight- or ten-hour regular workday, as determined by the Police Chief or the Chief's designee, in which case the affected sergeant shall be paid overtime for hours worked in excess of their regular workday and shall be ineligible for a Kelly day.

**Section V.3. Normal Work Cycle.** The normal work cycle under Section 7K of the Federal Fair Labor Standards Act shall be 28 days.

**Section V.4. Shift Exchanges.** An employee shall be permitted to exchange shifts with another employee, subject to the approval of the Chief of Police or designee, and subject to the following provisions:

1. The change does not result in additional overtime compensation being paid to any of the employees involved in the shift exchange.
2. The vacation picks of employees changing shifts will be limited to the days previously picked by the other employee and/or on days on the new shift where there is an open slot.

**Section V.5. Overtime Pay.** An employee shall be paid 1-1/2 times the regular straight-time hourly rate of pay for all hours worked, in increments of no less than one-half of an hour, as long as the



employee works fifteen (15) minutes or more in each half-hour increment, in excess of twelve (12) hours in an employee's normal workday. An employee shall be paid 1-1/2 times the regular straight-time hourly rate of pay for all hours worked, in increments of no less than one-half of an hour, as long as the employee works fifteen (15) minutes or more in each half-hour increment, in excess of eight (8) hours when the affected employee works their (8) eight-hour Kelly day. No overtime shall be worked or paid without the prior authorization of the employee's immediate supervisor. For the purposes of this Section, an employee's normal workday shall be deemed to be the 24-hour period commencing with the start of the employee's shift.

**Section V.6. Compensatory Time.** During a fiscal year beginning May 1, an employee shall have the option of accruing up to a maximum of forty-eight (48) of compensatory time in lieu of overtime pay. Use of accumulated compensatory time shall be at times mutually agreed upon by the employee and the Police Chief or his designee.

If accrued compensatory time is not used by the end of the fiscal year, it will be paid off at the employee's straight time hourly rate of pay as of the last day of the fiscal year, except a Sergeant may carryover up to twenty-four (24) hours of compensatory time from one fiscal year to the next. Any unused compensatory time that an employee has at time of separation from Village employment (including retirement) shall be paid off at the employee's straight time hourly rate of pay as of the employee's last day of employment. \_\_

**Section V.7. Court Time.** Effective upon execution of this Agreement, employees who are required to make in-person court appearances on behalf of the Village during off-duty hours that they are not scheduled to work will receive a minimum guarantee of three (3) hours pay at time and one half for each such appearance. Employees who are required to make a virtual court appearance on behalf of the Village during off-duty hours that they are not scheduled to work will receive a minimum guarantee of two (2) hours pay at time and one-half for each such appearance. In the event of a virtual court appearance, and the affected officer is not on-duty, such appearance may take place at the officer's convenience. The officer will be required to dress appropriately for that appearance.

If an employee is required to call in to inquire about the status of a court call where the employee may be asked to appear, the employee shall receive a minimum guarantee of two hours straight time pay if the employee's appearance is not required.

The foregoing minimum guarantees shall not apply if court time continuously precedes or follows an employee's working hours, either regularly scheduled or overtime, in which case the employee will be paid only for actual hours worked.

**Section V.8. Overtime Assignments.** The Chief of Police or the Chiefs designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. The opportunity to work posted overtime will be distributed as equitably as practicable among employees per the current practice of first come, first served basis. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If an employee establishes that he/she has not received an overtime opportunity he/she should have, such employee may have first preference for the next overtime assignment.

**Section V.9. Meetings.** Any employees required to be at an all-employee departmental meeting during off duty hours shall be compensated for actual time of attendance at said meeting with a minimum of two (2) hours pay at the applicable rate of pay.

**Section V.10. Call Back Pay.** A call-back is defined as an official assignment of work that does not continuously precede or follow an officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1 1/2) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a guarantee of not less than two (2) hours work or two (2) hours pay, whichever is applicable.

**Section V.11. No Pyramiding.** Compensation shall not be paid more than once or compensatory time taken for the same hours under any provisions of this Article or Agreement.

## ARTICLE VI

### GRIEVANCE PROCEDURE

**Section VI.1. Definition.** A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee (or by the Chapter pursuant to Section 6.7 of this Agreement) against the Village involving an alleged violation or misapplication of an express provision of this Agreement.

**Section VI.2. Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- Step 1: Any employee who has a grievance shall submit the grievance in writing to the Deputy Chief or his designee. The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than ten (10) calendar days after the first act or event that is the basis of the grievance or ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act or event that is the basis of the grievance. The Deputy Chief or his designee shall respond to the grievance in writing within ten (10) calendar days.
- Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Chief, or the Chiefs designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. Within ten (10) calendar days after presentation of the written grievance to the Chief, the Chief, or the Chiefs designee, shall provide a written response.
- Step 3: If the grievance is not settled in Step 2, the written grievance shall be presented by the Chapter Steward and/or other Chapter representative to the Village Administrator, or the Village Administrator’s designee, not later than ten (10) calendar days after the Chief of Police, or the Chiefs designee, replies to the grievance. The Village Administrator or the Village Administrator’s designee shall make such investigation of the facts and circumstances as he/she, deems necessary, and may meet with the employee and/or the Chapter Steward and/or other Chapter representative. The Village Administrator or the Village Administrator’s designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting to the Chapter and the employee, or, if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Village Administrator, or the Village Administrator’s designee.

**Section VI.3. Arbitration.** A grievance not settled in Step 3 may be appealed by the Chapter to arbitration by serving on the Village, not later than twenty-one (21) calendar days after the date of the reply of the Village Administrator or the Village Administrator’s designee, a written request to arbitrate. If the parties fail to agree within fifteen (15) days after receipt of the written request to arbitrate upon an arbitrator to hear the grievance, they shall request the Federal Mediation and Conciliation Service

("FMCS") to submit a panel of seven (7) proposed arbitrators. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Wisconsin, or Indiana. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

**Section VI.4. Arbitrator's Authority.** The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted at Step 1, and confirmed in writing at Step 2, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the Village or the Village Fire and Police Commission under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Chapter, the employee and the Village.

**Section VI.5. Time Limits.** If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee, or the Chapter, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Chapter does not submit the grievance or appeal the Village's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Chapter and the Village. In addition, the Chapter and the Village may mutually agree to skip a step or steps of the grievance procedure, in writing, in a specific instance.

**Section VI.6. Decision and Fee.** The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the Village, the Chapter and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section VI.7. Chapter Grievance.** If the Chapter believes that the Village has violated a specific provision of this Agreement that concerns a specific Chapter right (e.g., dues check off, bulletin board, etc.), the Chapter may file a grievance on its own behalf in accordance with the provisions set forth in this Article.

**Section VI.8. Rights.** No settlement or agreement shall be binding on the Chapter unless the Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Chapter has the right to exercise its discretion to refuse to process an employee grievance that the Chapter believes is not meritorious.

**Section VI.9. Aggrieved Employee.** An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual written agreement of the Village and the Chapter.

**Section 6.10 Suspension and Termination.** The parties agree that the Chief of Police (or the Chief's designee shall have the right to suspend an officer for up to thirty (30) days or dismiss a bargaining unit employee for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at Step 3 of the procedure. In accordance with Section 3 of this Article, only the Chapter may refer a grievance to arbitration. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the rules and regulations of the village board of fire and police commissioners. Any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension or dismissal shall not be subject to the grievance and arbitration procedure.\_

## ARTICLE VII

### NO STRIKE CLAUSE

**Section VII.1.No Strike.** Neither the Chapter nor any of its officers or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, concerted stoppage of work, concerted refusal to perform overtime or other work, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, picketing or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

**Section VII.2.No Lockout.** The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

**Section VII.3.Judicial Restraint.** Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

**Section VII.4.Discipline of Strikers.** Any employee who violates the provisions of Section 7.1 of this Article shall be subject to disciplinary action. Any disciplinary action taken by the Village against any officer who participates in any action prohibited by Section 7.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance and arbitration procedure set forth in this Agreement. Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Burr Ridge Board of Fire and Police Commissioners.

## ARTICLE VIII

### HOLIDAYS

**Section VIII.1.** Holidays. The following eight (8) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays.

New Years Day  
Martin Luther King Day  
Memorial Day  
July 4th  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas

If an employee is not scheduled to work on any of the forgoing holidays, excluding Christmas, the employee shall receive twelve (12) hours of personal time to be scheduled at times approved by the Chief or the Chief's designee. An employee who is not scheduled to work on Christmas shall receive twelve (12) hours of compensatory time, said compensatory time to be used between December 26 and the following April 30th, and scheduled and approved in advance by the Chief or the Chief's designee. An employee who is not scheduled to work on Thanksgiving Day shall receive twelve (12) hours of compensatory time, said compensatory time to be used between the day after Thanksgiving and April 30<sup>th</sup> of the following year, and scheduled and approved in advance by the Chief or the Chief's designee. If the employee works any of said holidays, the employee will be paid double time for each hour worked on said holidays.

Employees will also receive six (6) hours of compensatory time for Christmas Eve and six (6) hours of compensatory time for New Year's Eve, said compensatory time to be used between December 23 and the following April 30, and scheduled and approved in advance by the Chief or the Chief's designee.

Personal Days. In addition, in lieu of additional holidays, each January 1 employees shall receive forty (40) hours of personal time off to be scheduled at times approved by the Chief or the Chief's designee. Personal time off must be scheduled and approved in advance by the Chief or the Chief's designee. The Chief or his designee will make a good faith effort to respond to timely requests for personal leave within five (5) calendar days of receipt. Personal time does not accumulate, and any personal time not used during the calendar year or prior to the date of termination shall be forfeited.

## ARTICLE IX

### VACATIONS

**Section IX.1. Eligibility and Allowances.** All employees shall be eligible to receive one (1) week of paid vacation after completion of six (6) months of continuous service in a bargaining unit position. Thereafter, employees will be eligible to receive paid vacation as of the start of the calendar year following the employee's first anniversary of continuous service in a bargaining unit position based on the following schedule:

<u>Length of Continuous Service</u>	<u>Amount of Vacation</u>
After 1 year	Two (2) weeks
After 5 years	Three (3) weeks
After 10 years	Four (4) weeks
After 17 years	Five (5) weeks

Up to a maximum of forty (40) hours of accrued vacation may be carried over by an employee from one calendar year to the next.

**Section IX.2. Vacation Pay.** The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

**Section IX.3. Vacation Scheduling.** All vacation schedules shall be arranged in advance and approved by the Chief of Police or designee. On each shift, up to two (2) weeks of vacation will be granted by departmental rank within the bargaining unit, then by seniority within the unit, if it is requested prior to March 1. For employees assigned to a 12-hour shift, a week shall be defined as 36 or more hours in a seven-day period. After March 1, vacations will be granted on a "first come, first serve" basis. Requests for vacation time off in excess of two (2) weeks must receive the prior approval of the Village Administrator.

Notwithstanding the foregoing, it is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village.

**Section IX.4. Vacation Pay Upon Termination.** Upon separation from employment, employees will be paid for unused vacation days provided at least two (2) weeks' notice is provided to the Village.

**Section IX.5. Accumulation.** Vacation credit shall not be accumulated during any layoff period or during any unpaid leave of absence.

**Section IX.6. Village Emergency.** In the case of an emergency, the Village Administrator or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.



## ARTICLE X

### **SENIORITY, LAYOFFS AND RECALLS**

**Section X.1. Seniority.** Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a police officer's length of continuous full-time service in rank with the Village since the officer's last date of hire as a police officer in rank. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days.

**Section X.2. Layoffs.** Where there is an impending layoff of employees covered by this Agreement; the Village shall give both the Chapter and the affected employees at least thirty (30) days' notice of the effective date of the layoff. The Chapter will be provided with the names of the employees to be laid off.

**Section X.3. Recall.** Employees who are laid off shall be placed on a recall list for a period of two (2) years or the employee's length of service, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within seven (7) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list.

**Section X.4. Effects of Layoff.** During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days, and any compensatory time which was earned in lieu of overtime pay.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

**Section X.5. Posting of Seniority List.** The Village agrees to post annually a list covering the names of officers who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Chapter's receipt of the list.

**Section X.6. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) quits;
- (b) is discharged;
- (c) voluntarily retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) fails to report to work at the conclusion of an authorized leave or vacation, unless there are proven extenuating circumstances beyond the employee's control which prevent timely notification and return;
- (e) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less, or fails to return to work within fourteen (14) calendar days after his/her notification of intent to return to work or such further date that the Village sets for the employee's return to work;
- (f) is laid off for a period in excess of two (2) years, or the employee's length of service, whichever is less;
- (g) does not perform work for the Village for a period in excess of one (1) year, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (h) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Burr Ridge Board of Fire and Police Commissioners.

## ARTICLE XI

### SICK LEAVE

**Section XI.1. Sick Leave.** Bargaining unit employees shall earn sick leave at the rate of 3.077 hours per pay period, in accordance with the applicable provisions of the Village Personnel Manual.

**Section XI.2. Use of Sick Leave Days.** Except as otherwise provided herein, sick leave days may only be used if the employee is sick. In the event an employee is unable to work due to personal illness, the employee must inform the Police Chief or designee prior to the start of the scheduled workday. Failure to inform the Police Chief or designee supervisor each day of absence or agreed intervals in the case of an extended illness, will result in loss of pay. A Sergeant may be permitted to utilize sick time for an employee's doctor or dentist appointment that cannot be scheduled during their non-work time or to care for a member of their immediate family (as defined in the Village personnel manual) who is ill, provided such usage is approved by the Chief of Police or the Chief's designee, and provided: 1) at least one OIC is present and working on the shift when the absence occurs; and 2) the absence will not cause the shift to drop below minimums, unless otherwise authorized by the Police Chief in a specific instance. Employees will comply with such reporting rules as may be established by the Police Chief. An employee leaving the employ of the Village for any reason shall not be entitled to any compensation for any accumulated but unused sick leave days.

In a case of very serious or prolonged illness or for family leave, an employee who uses all accumulated sick leave shall use all accumulated vacation and/or other paid time off for sick leave purposes before being removed from full-pay status. The time on leave for a prolonged personal illness may not exceed six months, unless an exception is made by the Village Administrator. Upon exhaustion of the above benefits, the employee may apply for eligible disability benefits.

The Village retains the right to take corrective steps to deal with abuse of sick leave or if an employee has prolonged and/or frequent and regular absences which hinder the carrying out of their responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action, including dismissal.

That employees covered by this agreement may use "personal sick leave benefits" provided by the employer for absences due to an illness, injury or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent (for purposes of this Section, hereinafter "immediate family").

**Section XI.3. Sick Leave Buyback** The parties agree that upon retirement with at least 20 years of creditable service at age 50 or older, every covered employee shall be entitled to fifty-five percent (55%) sick leave buy back compensation at the affected officer's then current hourly rate of pay for up to nine hundred sixty (960) hours

## ARTICLE XII

### ADDITIONAL LEAVES OF ABSENCE

**Section XII.1. Discretionary Leaves.** The Village may grant, in its sole discretion, a leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with or without pay and/or with or without benefits. All requests for such leave must be submitted in writing by the employee via his/her department head to the Village Administrator. Such leave will be granted only when it is not detrimental to the best interests of the Village.

**Section XII.2. Application for Leave.** Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Police Chief or the Chief's designee and shall be in writing.

**Section XII.3. Jury Duty.** An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work.

An employee shall notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. In order to be compensated for performing jury duty, an employee must sign over to the Village any check received for performance of such jury duty, excluding any reimbursement for travel expenses.

**Section XII.4. Funeral Leave.** In the event of a death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to 24 hours off with pay to attend the funeral. For the purposes of this Section, immediate family shall be defined as the husband/wife, son/daughter, stepson/stepdaughter, mother/father, mother-in-law/father-in-law, sister/brother, grandmother/grandfather of the employee and/or the employee's spouse. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

**Section XII.5. Benefits While On Unpaid Leave.** Upon the employee's return, the Village will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification according to the employee's seniority. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee would have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

**Section XII.6. Non-Employment Elsewhere.** A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage

in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

**Section XII.7. Military Leave.** Military leaves will be granted in accordance with applicable laws.

**Section XII.8. Family Medical Leave Act.** The Village agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended from time to time. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 as provided in the Act and the applicable rules and regulations issued thereunder. The parties further agree that the enforcement of this Section shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

## ARTICLE XIII

### WAGES AND ECONOMIC BENEFITS

**Section XIII.1.** Wages. Effective upon execution of this Agreement, employees shall be paid in accordance with their placement on the salary schedule attached as Appendix B for the 2021-22, 2022-23, and 2023-24 fiscal years. During the term of this Agreement, employees not at the top of the salary schedule shall be eligible to advance to the next step on the anniversary date of their promotion to their existing rank, provided further, it has been determined through the performance appraisal process that they have met departmental standards during the preceding year.

Following execution of this Agreement, when subsequently placing a newly promoted sergeant onto the salary schedule, Appendix B, such employee shall receive a five percent increase (5%) upon the effective date of such promotion and, upon the following annual anniversary date of such promotion, be placed at the step which is closest to, but above, their annual salary on said Appendix.

**Section XIII.2.** Educational Assistance Program. Employees covered by this Agreement shall be eligible to participate in any Educational Assistance Program that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees generally, except commencing with the fiscal year beginning May 1, 2008, the Village will reimburse an officer up to a maximum of \$4,000.00 under the Educational Assistance Program.

**Section XIII.3.** Mileage Reimbursement. When available, employees shall use Village vehicles for Village business. If, however, a Village vehicle is not available and an employee has received approval from the Police Chief or designee to use his/her personal vehicle, said employee shall receive mileage reimbursement at the rate per mile allowed by the Internal Revenue Service.

**Section XIII.4.** Deferred Compensation Plan. Employees covered by this Agreement shall be eligible to participate in any deferred compensation plan that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees generally.

**Section XIII.5.** Employee Anniversary Recognition Program. Upon the anniversary of their fifth, tenth, fifteenth, twentieth, and twenty-fifth year of continuous full-time employment as a Village employee, the employee will receive a one-time \$500.00 cash bonus per Village policy.

**Section XIII.6.** Retiree Bonus. An employee who retires pursuant to the provisions of the Village of Burr Ridge Police Pension Plan at age 50 or older with at least twenty (20) years of service as a Burr Ridge police officer shall receive a retirement bonus of \$5,000.

**Section XIII.7.** Field Training Officer Pay. Effective upon execution of this Agreement, Sergeants will not normally be assigned to function as an FTO, but in the event the Police Chief specifically assigns a Sergeant to serve as an FTO for a given regular work shift, then such sergeant shall receive one (1) hour of additional pay, at straight time.

**Section XIII.8.** Acting Chief/Deputy Chief Compensation. If a member of this Union is required to act as the Department's Chief or Deputy Chief, that member shall be compensated by being paid an additional one (1) hour straight time for every twenty-four (24) hours worked as Chief or Deputy Chief.

## ARTICLE XIV

### UNIFORMS AND EQUIPMENT

**Section XIV.1.**      **Uniforms and Equipment.** Upon being hired by the Village, employees shall receive their initial issue uniforms and equipment. The Village will replace at its expense the spring and winter coat, safety helmet, and leather gear upon turning in the item that needs to be replaced. Each uniformed employee shall have an annual uniform allowance of \$900.00 in fiscal years in years 2021 and 2022 and \$1000.00 in fiscal year 2023 to replace through purchase order approved uniform and equipment items using either of two (2) vendors specified by the Village. Such annual uniform allowance shall be pro rata if employed for less than a year. Purchase Orders must be received by employees on or before July 1st of each year of this Agreement.

Each employee assigned as a non-uniformed detective shall be issued a check in the amount of \$1,000.00 in fiscal year 2021 and 2022 and \$1,100.00 in fiscal year 2023 as a clothing allowance to purchase non-uniform items of clothing for use in their plainclothes assignment. Such annual uniform allowance shall be pro rata if employed for less than a year.

The Village will, upon request, provide bullet-resistant vests, which shall be up to Level IIIA as existing vests are replaced pursuant to the existing replacement schedule, to employees at Village expense and such vests must be worn by employees while on uniformed duty. Such vests will normally be replaced five (5) years after date of issuance to the employee, or earlier if necessary due to physical damage to the vest or per the manufacturer's specified replacement schedule.

## ARTICLE XV

### INSURANCE

**Section XV.1. Coverage.** The Village agrees to continue to provide medical, dental, and life insurance coverage for employees through the Intergovernmental Personnel Benefit Cooperative (IPBG). Notwithstanding the foregoing, the Village retains the right to change insurance provider(s), carrier(s), third party administrators, or to self-insure for the provision of health, dental, and/or life insurance benefits, and the Village further reserves its right to institute, maintain and change cost containment, benefits and other provisions of such plan(s), provided that such changes are made in the plan(s) for other Village employees. For employee coverage, the Village will pay 90% of the cost of employee coverage and the employee shall pay the remaining 10% of the cost. For dependent coverage, the Village will pay 75% of the specified premium cost and the employee, if he/she elects to have dependent coverage, shall pay the remaining 25% of the cost.

**Section XV.2. Village Insurance Benefit Reciprocity.** In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications or improvements with respect to any of the Village's health, life, or dental insurance programs or any medical insurance opt-out programs (when and if established) that are applicable to all other full-time non-represented Village employees, then such changes, modifications, or improvements (including the cost sharing arrangements between the Village and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other full-time non-represented Village employees.

**Section XV.3. Terms of Insurance Policies to Govern.** The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

**Section XV.4. Flex Plan.** The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village's Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.



## ARTICLE XVI

### OUTSIDE EMPLOYMENT

**Section XVI.1.**      Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Employees may be allowed to engage in off-duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Chief of Police and such provisions as may be set forth by general order or applicable Village policies.

**Section XVI.2.**      Extra Duty Details. When the Departments posts an extra duty detail, it will be filled on a “first come, first served” basis. Any employees who accepts an extra duty assignment and who later rejects or declines it shall be responsible for finding a replacement and failure to do so shall result in the employee being ineligible for extra duty details for six (6) months. Any employee who works an extra duty detail shall be paid at the overtime hourly rate.

## ARTICLE XVII

### STATUTORY RIGHTS

**Section XVII.1.** Bill of Rights. The Village agrees to abide by the lawful requirements of the “Uniform Police Officer’s Disciplinary Act,” 50 ILCS 725/1 - 725/7 as amended.

**Section XVII.2.** Personnel Files. The Village agrees to abide by the lawful requirements of the “Personnel Records Review Act,” 820 ILCS 40/1 – 40/13 as amended.

**Section XVII.3.** Non-Discrimination. The Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, disability and Chapter activities or non-Chapter activities.

**Section XVII.4.** Access to Grievance Procedure. The parties agree that an alleged violation of any of the above Sections of this Article (i.e., Sections 17.1, 17.2, and 17.3) may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the Chapter.

**Section XVII.5.** Chapter Representation. An employee shall be entitled to request the presence of a Chapter representative at any meeting, conference, interview or interrogation under circumstances where the actions of the affected employee are being investigated and the affected employee has objective reasons to believe that he/she may be subject to a suspension without pay or termination. For purposes of this Section, a “Chapter representative” shall mean one of the elected officers of the bargaining unit who have been previously identified in writing to the Police Chief. One Labor Council representative may also be present for any formal interrogation. A Labor Council representative may attend an informal investigatory interview, provided the presence or unavailability of such representative does not unreasonably delay such interview.

Except as specifically provided above, this procedure shall not apply to meetings and conferences held between supervisors and employees concerning an employee’s evaluation, nor shall it apply to any situations involving the employee’s performance of his duties, including fact gathering conferences between supervisors and employees, where there is no discussion of possible termination or suspension.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

**Section XVIII.1.**     Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Chapter members and signed by authorized representatives thereof and may be amended or modified during its term only with the mutual written consent of both parties.

**Section XVIII.2.**     Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

**Section XVIII.3.**     Employee Assistance Plan. Employees covered by this Agreement shall be eligible to participate in any Employee Assistance Plan that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees.

**Section XVIII.4.**     Impasse Resolution. Upon the expiration of this Agreement the remedies for the resolution of any bargaining impasse shall be in accordance with the alternative impasse resolution procedure attached as Appendix A and incorporated herein by reference.

**Section XVIII.5.**     Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, employees who may be assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and employees assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of the Agreement. Without in any way limiting the generality of the foregoing, the practice, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article V (Hours of Work and Overtime) of this Agreement.

**Section XVIII.6.**     Drug and Alcohol Testing. Employees covered by this Agreement shall be covered by the Village's drug and alcohol testing policy that is applicable to other Village employees in safety sensitive positions and subject to DOT regulations on the same terms and conditions that are applicable to such other Village employees in safety sensitive positions.

**Section XVIII.7.**     Fitness for Duty. If the Village reasonably believes that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the Village may require, after giving the effected employee written notice, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or Board-certified psychologist selected by the Village. The employee may, under such circumstances, present a certification of fitness from his/her own physician and/or psychologist to the physician and/or

Board-certified psychologist selected by the Village for his/her consideration in making the determination of the employee's fitness for duty. The foregoing requirement shall be in addition to any requirement that an employee provide at his/her own expense a statement from his/her doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days) or take other appropriate action.

**Section XVIII.8. Physical Fitness Program.** The Village may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

**Section XVIII.9. Training.** Employees attending training sessions away from the Police Department shall be allowed to utilize a police department vehicle, when available, for travel to and from the training site. If a department vehicle is not available, employees shall be paid the prevailing IRS mileage allowance for the use of their personal vehicle.

**Section XVIII.10. Restricted Duty.** The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available restricted duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available restricted duty assignment that the employee is qualified to perform, and such a request shall be reasonably granted, provided that the Village's physician has reasonably determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three months. Nothing herein shall preclude an employee from presenting an opinion from their treating physician to the Village regarding their ability to perform such a restricted duty assignment, provided that the Village retains the right to send the employee to the Village's physician, as described herein.

If an employee returns or is required to return to work in a restricted duty assignment and the employee is unable to assume full duties and responsibilities within three months thereafter, the Village retains the right to place the employee on sick leave, on paid or unpaid disability leave or return the employee to his or her status immediately prior to being placed on restricted duty, whichever may be applicable, or take other appropriate action.

Nothing herein shall be construed to require the Village to create restricted duty assignments for an employee. Employees will only be assigned to restricted duty assignments when the Village at its sole discretion determines that the need exists and only as long as such need exists.

## ARTICLE XIX

### SAVINGS CLAUSE

**Section XIX.1.** Savings Clause. In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and, upon issuance of such a decision, the Village and the Chapter agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

## ARTICLE XX

### ENTIRE AGREEMENT

**Section XX.1. Entire Agreement.** This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights clause (Article II). The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. The Chapter also specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

## ARTICLE XXI

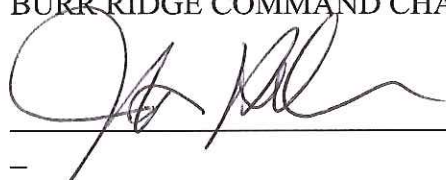
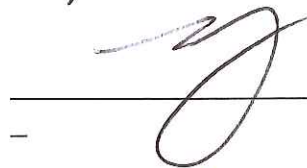

### TERMINATION

**Section XXI.1.** Termination in 2024. This Agreement shall be effective at the time of its execution and shall remain in full force and effect until midnight April 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022, after ratification by the Chapter's membership and receipt of official approval by the President and the Village Board.

METROPOLITAN ALLIANCE OF POLICE  
BURR RIDGE COMMAND CHAPTER #13

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Keith George, President MAP  
\_\_\_\_\_  
Date

VILLAGE OF BURR RIDGE, ILLINOIS

\_\_\_\_\_  
President, Village of Burr Ridge

\_\_\_\_\_  
Date

## **APPENDIX A**

### **ALTERNATIVE IMPASSE RESOLUTION PROCEDURE**

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three (3) member panel of arbitrators as provided in the Act.
2. In the absence of agreement on a neutral arbitrator, the parties agree to use the arbitrator selection procedure specified in Section 6.3 of the Collective Bargaining Agreement.
3. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all the issues identified as being in dispute through further collective bargaining.



# APPENDIX "B" WAGES

		SERGEANT S		
		FY 2021/22	FY 2022/23	FY 2023/24
		3.0%	3.0%	3.0%
	\$	\$		\$
Start	81,603	84,051	\$ 86,573	89,170
Step	\$	\$		\$
1	86,197	88,783	\$ 91,446	94,189
Step	\$	\$		\$
2	90,790	93,514	\$ 96,319	99,209
Step	\$	\$		\$
3	95,384	98,246	\$ 101,193	104,229
Step	\$	\$		\$
4	99,976	102,975	\$ 106,064	109,246
Step	\$	\$		\$
5	104,569	107,706	\$ 110,937	114,265
Step	\$	\$		\$
6	109,163	112,438	\$ 115,811	119,285
Step	\$	\$		\$
7	113,756	117,169	\$ 120,684	124,305
Step	\$	\$		\$
8	118,348	121,898	\$ 125,555	129,322

