## Village of East Dundee PRESIDENT AND BOARD OF TRUSTEES Regular Village Board Meeting Monday, June 15, 2020 6:00 PM

This meeting will be conducted via teleconference call by authorization of Gov. Prtzker waiving a portion of the IL Open Meetings act to allow local governments to hold "remote" meetings to help control the spread of COVID-19

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## Village of East Dundee PRESIDENT AND BOARD OF TRUSTEES Regular Meeting Monday, June 15, 2020 06:00 PM

### AGENDA

Call to Order

Roll Call

Pledge of Allegiance

Public Comment: Agenda items only - Please keep comments to 5 minutes or less

Consent Agenda

Old Business

New Business

A. Motion to Approve the Regular Village Board Meeting Minutes Dated May 18, 2020

B. Motion to Approve an Ordinance Approving the Rezoning to the M-1 Limited Manufacturing District for the Altorfer CAT Development Project

C. Motion to Approve an Ordinance Approving Variations for Cul-De-Sac, Sanitary Sewer, Paving Storage Yard, Storage Yard Screening, Parking Islands, and Garage Door Screening for the Altorfer CAT Development Project D. Announcement of the Availability of the Eligibility Study and Report and the Redevelopment Plan and Project for the Proposed South Illinois Route 72 TIF District

E. Motion to Approve a Resolution Approving a Contract Agreement between the Village of East Dundee and Civic Systems for Enterprise Resource Planning Software

F. Motion to Approve an Ordinance Adopting and Approving Sales and Deliveries of "To Go" Cocktails and Mixed Drinks Regulations in Executive Order 20-5 Issued by the Village President Under a State of Emergency

**Financial Reports** 

<u>A. Warrants List #1 \$1,625.00</u> <u>B. Warrants List #2 \$138,264.56</u> <u>C. Warrants List #3 \$64,050.02</u>

Reports: Village President

Reports: Village Trustees

Reports: Village Administrator

Reports: Village Attorney

Reports: Village Engineer

Reports: Chief of Police

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Reports: Director of Public Works

Reports: Building Official

Reports: Finance Director

Public Comment - Please keep comments to 5 minutes or less

Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel, (c)(5) Acquisition of Property and (c)(6) Sale of Property.

Adjournment

#### CALL TO ORDER

President Miller calls to order the Village of East Dundee Regular Village Board Meeting at 6:00 p.m.

#### **ROLL CALL:**

Trustees Lynam, Selep, Mahony, Andresen, Kunze and President Miller. Trustee Wood was absent.

Also in attendance Administrator Jennifer Johnsen, Assistant Administrator Brad Mitchell, Public Works Director Phil Cotter, Chief of Police George Carpenter, Village Attorney Greg Smith, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, Management Analyst Amanda Rafter and Village Clerk Katherine Holt.

#### PLEDGE OF ALLEGIANCE: None

#### PUBLIC COMMENT (Agenda items only): None

*Trustee Wood joined the meeting at 6:01 p.m.* 

#### CONSENT AGENDA-CONSIDERATION OF AN "OMNIBUS VOTE":

Illinois Municipalities may adopt by a single roll call vote of the Village Board and Village President, a group of assorted ordinances, resolution, motions and orders by an "Omnibus Vote". The "Omnibus Vote" shall be taken following the unanimous consent by the President and Board as to the items to be included. Any Trustee or the President may request that any item not be included in that vote.

A. Motion to Approve the Regular Village Board Meeting Minutes Dated April 20, 2020

# **B.** Motion to Approve an Ordinance Waiving Certain Development Regulations with Respect to the Pal Land II, LLC Property

Trustee Lynam requested that item B be removed for a separate vote.

Motion to approve Consent Agenda Item A by Mahony/Andresen. Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays – 0. Absent – 0. Motion carries.

Motion to approve an Ordinance Waiving Certain Development Regulations with Respect to the Pal Land II, LLC Property by Andresen/Mahony.

#### **Discussion:**

Trustee Lynam stated that the Board should reconsider this item. He said he is not in favor of parking vehicles on an empty gravel lot. He said waivers of this nature set a bad precedence and the Board should hold to the ordinances in place. Trustee Kunze asked for an opinion of the Village attorney on what the Village would be opening up to as far as future considerations of waiver requests. Attorney Smith stated that the Village creates its own system of waivers and may consider on a case by case whether to grant or deny the waivers. When the Board is presented with substantially similar requests, waivers that were granted in the past should be granted in the future. Creating precedence occurs to the extent that the properties are nearly identical with nearly identical sets of facts. He advised that location, when it comes to land use, is a critical consideration to be taken into account.

Roll: Ayes -5 – Trustees Selep, Wood, Mahony, Andresen and Kunze. Nays -1 – Trustee Lynam. Absent -0. Motion carries.

#### **OLD BUSINESS: None**

#### **NEW BUSINESS:**

# A. Motion to Approve an Ordinance Amending Various Sections of the Village of East Dundee Village Code Regarding Building on R5 Lots

Motion to Approve an Ordinance Amending Various Sections of the Village of East Dundee Village Code Regarding Building on R5 Lots by Andresen/Mahony.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

#### B. Motion to Approve an Ordinance Approving the Rezoning to the R-5 Multiple Dwelling District for the Property Located at 855 E. Main Street

Motion to Approve an Ordinance Approving the Rezoning to the R-5 Multiple Dwelling District for the Property Located at 855 E. Main Street by Andresen/Mahony.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

#### C. Motion to Approve an Ordinance Approving Variations for Lot Size, Floor Area Ratio, and Building Height for the Property at 855 E. Main Street

Motion to Approve an Ordinance Approving Variations for Lot Size, Floor Area Ratio, and Building Height for the Property at 855 E. Main Street by Andresen/Wood.

#### **Discussion:**

Trustee Lynam asked if the height request is the same height as the existing building at 811 E. Main Street. Administrator Johnsen stated that the buildings are identical in size. She said there is no retention for the property at 855. Engineer Heinz commented that this lot was already part of the River Haven development area so the retention is already in place.

Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

#### D. Motion to Approve an Ordinance Approving a Variation from the Landscaping Chapter of the Village of East Dundee Village Code Requiring Landscape Islands for More than Ten Parking Spaces in a Row for the Property at 855 E. Main Street

Motion to Approve an Ordinance Approving a Variation from the Landscaping Chapter of the Village of East Dundee Village Code Requiring Landscape Islands for More than Ten Parking Spaces in a Row for the Property at 855 E. Main Street by Andresen/Mahony.

#### **Discussion:**

Trustee Lynam asked where the four new parking spaces are to be added. John Curtis, General Contractor of the project, stated that at the west side of 811 E. Main Street parking lot, there is room for an additional 4 spaces on the north end.

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Roll: Ayes -6 – Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries.

#### E. Motion to Approve an Ordinance Amending Chapter 37: Fees and Fines, and Chapter 90: Alarm Systems, of the Village of East Dundee Village Code Regarding Alarms

#### **Discussion:**

Chief Carpenter advised that the entire ordinance has been rewritten as it was very outdated. He said that the Police Department did not know how many alarms were active in town because there was no alarm register tracking system in place. He also stated that the cost of an alarm system used to be based on how many contacts (doors and windows) are in the home which discourages a robust system. He said false alarms fees and fines have been re-evaluated to be more reasonable. Lastly, Carpenter stated the current ordinance has the Police Department granting a license to a company that wants to install an alarm in East Dundee. These companies are licensed by the State of Illinois and there is no reason for the police department to examine or question that. He said the complete rewrite of the ordinance is consistent with best practices in the region. Registration forms will be made available on the village's website.

Motion approved by a roll call vote.

Roll: Ayes -6 - Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze. Nays -0. Absent -0. Motion carries

#### FINANCIAL REPORTS:

- A. Warrants List #1 \$577,204.03
- B. Warrants List #2 \$120,753.64

The Warrants Lists were noted to the Board.

#### **Reports: VILLAGE TRUSTEES**

#### Lynam: None

**Selep:** Reported that he loves the new banners that were recently hung on the light posts downtown. **Wood:** Reported that the downtown mowing needs to be addressed. She also requested that the picnic tables at the Depot grounds be set up for social distancing so that people could visit safely. Lastly, she mentioned that the exterior of the property at 408 Barrington Avenue is not being maintained well. **Mahony:** Reported that a property owner near Edwards and Bonnie Dundee roads has been pumping water out of the crossing roadway. She said that this has caused water levels to rise to neighboring properties because it is not going into the creek. She said that a conversation may need to be had down the road on this with the property owner for another solution. President Miller said that a natural spring may have opened up and a long term solution will need to be looked into if this is the case.

#### Andresen: None

**Kunze:** Referencing Chief Carpenter's monthly report, Kunze asked what security measures were discussed regarding the three semi trailers stolen out of the Terra Business Park. Carpenter advised that the businesses worked with Detective Marinos to create a plan. He said that because the thefts are occurring on the midnight shift, it is not enough to increase patrol because the officers will not know if the trailers coming and going are stolen. However, a checkpoint has now been set up on the access road during the weekend. Kunze also commented on how the look of that area from Christina Drive to the cemetery could be improved by adding some landscaping. He suggested doing this as well directly across the street in front of the vacant lot. President Miller replied that he would consider this.

#### **Reports: VILLAGE ADMINISTRATOR and STAFF**

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**Village President:** Miller reported that he has been keeping an eye on the high water level of the river. He advised that he has asked Administrator Johnsen and Public Works Director Cotter to create formal documentation on how the Village responds to critical weather events or river flooding to help for future planning & response.

Village Administrator: Johnsen reported that the Governor has indicated that there may be a potential to move to Phase 3 on May 29. She said she feels the metrics for this are within reach. She said there is a lack of guidelines at this time from the Governor's office for when things do open back up. She said these guidelines will be key. President Miller added that he hopes that restaurants will be allowed to reopen with limited capacity. He stated that Wisconsin has a good plan and has sent great guidelines to their businesses. He said the guidelines are based on the type of business. He said these types of guidelines will need to be sent out to East Dundee businesses weeks before they are to open. He said that all these businesses will be ordering PPE supplies at the same time and much of this is unavailable due to high demand. Johnsen advised that the Village has purchased bulk sanitizer from a distillery with the plan to distribute to area businesses. She stated that with the opening of businesses in Wisconsin, she is getting a lot of pushback and requests to defy the Illinois Governor's orders. She said that the Village's stance on this is to follow the Governor's orders. President Miller said he believes the Governor's guidelines thus far have been based on facts and make sense. He said that each town is doing things a little differently and he has been told by village residents and businesses that they are happy the Village is keeping them protected. Johnsen also reported over the last couple of weeks, multiple bags of garbage have been dumped at the Depot and dog waste is being dumped at the Village Hall. She said that this may possibly be in protest of recent village decisions relating to COVID-19.

Assistant Village Administrator: None Village Attorney: None Village Engineer: None Police Chief: Carpenter reported that Deputy Chief Mike Governale has officially retired. Public Works Director: None Building Official: None Finance Director: None

#### PUBLIC COMMENT (Items not on the Agenda): None

#### **EXECUTIVE SESSION:** No

Motion to adjourn the Regular Village Board Meeting at 6:59 p.m. by Mahony/Andresen. Meeting adjourns by unanimous consent.

Respectfully submitted,

Katherine Holt

By: \_\_\_\_

Attest:

Village President, Lael Miller

Village Clerk, Katherine Holt



#### Memorandum

To:	Village President and Board of Trustees
CC:	Jennifer Johnsen, Village Administrator
From:	Brad Mitchell, Assistant Village Administrator Chris Ranieri, Building Inspector Joseph D. Heinz, P.E.
Subject:	Altorfer CAT Development Project – Rezoning and Variances
Date:	June 15, 2020

#### PROJECT SUMMARY

The Village has been working with Altorfer CAT regarding the acquisition and development of approximately 23 acres of property owned by Plote that is currently unincorporated. The property is located on the south side of the Route 72 and Christina Drive intersection. The proposed development includes the sale and repair of Caterpillar equipment. Altorfer CAT is in need of vacating their current Elmhurst location and is moving portions of that operation to four different locations, of which East Dundee is one of those locations.



#### **REZONING REQUEST**

# 1. Rezone the property from the R-1- Single Family District to the M-1- Limited Manufacturing District.

The property in question was annexed into the Village at the June 1, 2020 Village Board meeting as R1 - Single Family District. It should be noted that rezoning applies to the 38 acre property. See the attached Plat of Annexation.

Per Village Code Section 157.223 and existing case law, for all map amendments, the Planning and Zoning Commission must consider the following factors. For each of these factors, the Village's response has been provided in italics.

1. Existing uses of property within the general area of the property in question.

*Village Response: Uses within the general area include manufacturing, retail, restaurant, amusement, automotive, and residential.* 

2. The zoning classification of property within the general area of the property in question.

Village Response: All incorporated adjacent property is zoned M1 – Limited Manufacturing, B3 – Service Business District, and B4 – Automotive Service Business District.

3. The suitability of the property in question to the uses permitted under the existing zoning classification.

*Village Response: The property is designed for uses permitted within the M1 – Limited Manufacturing District.* 

4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the day the property in question was placed in its present zoning classification.

*Village Response: If the property stayed R1 – Single Family District, there is not demand for development.* 

5. The extent to which property values are diminished by the particular zoning restrictions.

*Village Response: If the property stayed R1 – Single Family District, there is not demand for development.* 

6. The extent to which the destruction of property values of promotes the health, safety, morals, and general welfare of the public.

Village Response: N/A

7. The relative gain to the public as compared to the hardship imposed upon the individual property owner.

*Village Response: The public will gain an increase in the property tax base and sales tax revenue for the Village.* 

8. The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property

Village Response: The property has always been unincorporated and vacant.

9. The community need for the proposed use.

*Village Response: The Village's Comprehensive Plan acknowledges future land use to be developed for general business / industrial.* 

10. The care with which the community has undertaken to plan its land use development.

Village Response: The Village updated its Comprehensive Plan in 2002.

#### VARIANCE REQUESTS

It should be noted that variances only applies to the 23 acre property to be developed by CAT. See the attached survey.

#### THE FOLLOWING VARIANCES WERE APPROVED BY THE PLANNING AND ZONING COMMISSION ON 06/04/2020

1. Variance from Section 155.045(G)(1) and Section 155.045(G)(4) of the Subdivision Chapter of the East Dundee Village Code requiring the maximum length of a cul-de-sac shall be 500 feet measured along the center line from the intersection at origin through center of circle to end of right-of-way and requiring the use of cul-de-sac streets shall be prohibited in multi-family, business or industrial districts.

The Christina Drive extension is proposed to terminate just south of the southerly entrance. The Developer has proposed to provide a temporary access easement to allow for vehicles to use the southerly driveway for the turnaround maneuver. A variance would be required to allow for terminating Christina Drive and not connecting the roadway to Piemonte Drive. The entrance gate to the property will be located in the property to allow for a more than adequate area to allow for a three point turn around should any vehicle mistakenly entering the area.

# 2. Variance from Section 155.054 and Section 155.096(A)(1)(c) of the Subdivision Chapter of the East Dundee Village Code requiring the sanitary sewer to be extended through the development parcel.

The Developer has requested relief on extending approximately 1120 LF of 10" sanitary sewer line along the frontage of Route 72 extending past Christina Drive for future development. Instead, the Developer has proposed to grant an easement and install a casing pipe under Christina Drive for the future sanitary sewer extension.

3. Variance from Section 157.065(A)(2)(e)(3) of the Zoning Chapter of the East Dundee Village Code requiring areas utilized for accessory commercial operations yards be provided with a permanent durable and dustless surface.

Storage yards are required to be paved with a permanent durable and dustless surface. The developer proposes a portion of the storage yard to be finished as a crushed aggregate surface.

4. Variance from Section 157.065(A)(2)(e)(4) of the Zoning Chapter of the East Dundee Village Code requiring storage yards to be completely enclosed and screened with a solid wall or fence of not more than 12 feet in height and/or a berm or evergreen plants of any height.

Storage yards are required to be completely enclosed and screened with a solid wall or fence. Chain link fencing with inserted screening slats are not allowed to be used to comply with the screening provisions. The linear feet required to encase the 23 acres with a solid structure would be unreasonably expensive. The Developer agrees to install high grade ornamental fencing at the North facing Rt. 72. The Developer proposes to install black vinyl chain link fence with privacy slats at the East and South boarders. Last, the Developer proposes black vinyl chain link fence to the West behind the old Walmart.

#### THE FOLLOWING VARIANCES ARE APPROVED OR DENIED BY THE VILLAGE BOARD AND DOES NOT REQUIRE A PUBLIC HEARING BY THE PLANNING AND ZONING COMMISSION

5. Variance from Section 158.04(D)(2)(d)(2) of the Landscape Chapter of the East Dundee Village Code prohibiting more than ten (10) parking spaces in a row without a landscape island.

The current proposed layout for the parking lot has more than 10 parking spaces in a row.

# 6. Variance from Section 158.04(E)(1)(c) of the Landscape Chapter of the East Dundee Village Code requiring garage doors to not be visible from adjoining rights-a-way.

Garage doors are not to be visible from adjoining rights-of-way. The developer has proposed fencing and vegetation to comply with this requirement. A sight view from the roadway needs to be submitted for review to determine whether the proposed items satisfy the code.

In order to consider the variances, the Planning and Zoning Commission should consider the following standards. The Village's response is on the attached draft Findings of Fact. The attached application includes the petitioner's response to these standards.

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zoning district.
- 2. The plight of the owner is due to unique circumstances.
- 3. The variation, if granted, will not alter the essential character of the locality.
- 4. The particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the regulations were strictly enforced.
- 5. The conditions upon which the petition for variation is based would not be applicable generally to other properly within the same zoning classification.
- 6. The purpose of the variation is not based exclusively upon a desire to make more money out of the property.
- 7. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- 8. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

9. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

#### **RECOMMENDED CONDITIONS**

The Commission may require such conditions and restrictions upon the premises benefitted by a variation as may be necessary to comply with the standards set forth in the Village Code or reduce or minimize the injurious effect of the variation upon other property in the neighborhood. Below are outlined recommended conditions:

- 1. Variation 1 An access easement be platted on the plat of subdivision to allow for the turnaround maneuver.
- 2. Variation 2 A Village utility easement along Illinois Route 72 be platted on the plat of subdivision and that a sanitary sewer sleeve be placed under Christina Drive for the future sanitary sewer extension.
- 3. Variation 3 The proposed gravel area be topped with coarse aggregate without fine material and that the size of the gravel area is to remain under 1.15 acres.
- 4. Variations 4 and 6 The proposed fence be black vinyl chain link fencing with black pvc slats along the side yard, Piemonte Drive, and Christina Drive and the faux stone fencing be installed where facing Illinois Route 72 as approved by the Village Administrator.
- 5. Attached landscaping plan or as otherwise approved by the Village Engineer.
- 6. Variances apply only if constructed as shown on the attached site plan and with the materials submitted and as described in the Development Agreement Ordinance.
- 7. The developer is not in breach of Development Agreement Ordinance.

#### PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 4, 2020, public hearings were held and the Planning and Zoning Commission approved a motion in a 7-0 vote (2 absent) to recommend approval of the above-mentioned requests for rezoning and variances subject to the recommended conditions for the Altorfer CAT development project. See the attached Findings of Fact.

#### VILLAGE STAFF RECOMMENDATION

Approval of the requested rezoning and variances as approved by the Planning and Zoning Commission, as well as the requested variances to the Landscape Chapter to be approved/denied by the Village Board, with rezoning and variances subject to the recommended conditions.

#### ACTION REQUESTED

- 1. Motion to approve of an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving the rezoning to M-1 Limited Manufacturing District for the Altorfer CAT Development Project.
- 2. Motion to approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving variations for Cul-De-Sac, Sanitary Sewer, Paving Storage Yard, Storage Yard Screening, Parking Islands, and Garage Door Screening for the Altorfer CAT Development Project (1030 E. Main Street, East Dundee, IL 60118).

- <u>ATTACHMENTS</u> 1. Ordinance Rezoning
- 2. Ordinance Variances
- 3. Applicant Rezoning and Variance Request
- 4. Plat of Annexation
- 5. ALTA / NSPS Land Title Survey (CAT Development)
- 6. Preliminary Site Improvement Plan
- 7. Landscape Plan
- 8. Public Notice
- 9. Findings of Fact

#### ORDINANCE NUMBER 20 - \_\_\_

#### AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS APPROVING THE REZONING TO THE M-1 LIMITED MANUFACTURING DISTRICT FOR THE ALTORFER CAT DEVELOPMENT PROJECT

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Altorfer CAT ("Applicant") is the contract purchaser of the property located at the south side of Route 72 and Christina Drive, East Dundee, Illinois, legally described in Section 2 below ("Subject Property"); and

**WHEREAS**, the Applicant filed an application with the Village seeking to amend the zoning of the Subject Property from the R-1 Single Family District to the M-1 Limited Manufacturing District ("Application"); and

WHEREAS, the Planning and Zoning Commission of the Village convened and held a public hearing on June 4, 2020 to consider the Application pursuant to notice sent to those persons to whose names appear on the current real estate tax bills of all lots within 250 feet of the Subject Property, published in a newspaper having general circulation within the Village, and posted at the Subject Property, all in accordance with Section 157.233 of the Zoning Ordinance of the Village of East Dundee ("Zoning Ordinance"); and

**WHEREAS**, the Planning and Zoning Commission reviewed the standards set forth in Section 157.223 of the Zoning Ordinance and made a recommendation to approve the Application; and

WHEREAS, the President and Board of Trustees of the Village ("Corporate Authorities") have received and considered the recommendation of the Planning and Zoning Commission and find it to be in the best interests of the health, safety and welfare of its residents to approve the Application and to amend the zoning classification of the Subject Property;

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

**<u>SECTION 1</u>**: **Incorporation.** That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION 2**: **Rezoning.** That the Corporate Authorities hereby grant the Application and approve the change in zoning district classification of the Subject Property, legally described as:

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD;

THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE: THENCE SOUTH 37 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED COURSE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION: THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH ALL THAT PART OF ILLINOIS ROUTE 72 (HIGGINS ROAD) LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTIES, NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF EAST DUNDEE, ALL IN KANE COUNTY, ILLINOIS.

with Property Index Numbers 03-25-300-011 and 03-25-300-012 from the R-1 Single Family District to the M-1 Limited Manufacturing District.

Commonly known as 1030 E. Main Street, East Dundee, IL 60118 and 1040 E. Main Street, East Dundee, IL 60118.

**SECTION 3: Zoning Map.** That the official zoning map of the Village be and is hereby amended to reflect the new zoning district classification of the Subject Property approved in Section 2 above.

**SECTION 4:** Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**<u>SECTION 5</u>**: **Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

**SECTION 6**: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

**PASSED** this 15th day of June, 2020 pursuant to a roll call vote as follows:

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

NAYES: \_\_\_\_\_

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

**APPROVED** by me this 15th day of June, 2020.

Lael Miller, Village President

#### ATTEST:

Katherine Holt, Village Clerk

Published in pamphlet form this \_\_\_\_\_ day of June, 2020, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on June \_\_\_\_, 2020.

#### ORDINANCE NUMBER 20 - \_\_\_

#### AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS APPROVING VARIATIONS FOR CUL-DE-SAC, SANITARY SEWER, PAVING STORAGE YARD, STORAGE YARD SCREENING, PARKING ISLANDS, AND GARAGE DOOR SCREENING FOR THE ALTORFER CAT DEVELOPMENT PROJECT (1030 E. MAIN STREET, EAST DUNDEE, IL 60118)

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Altorfer CAT ("Applicant") is the contract purchaser of the property located at 855 E. Main Street, East Dundee, Illinois, legally described in Section 2 below ("Subject Property"); and

**WHEREAS**, the Applicant filed an application with the Village seeking a variation from Section 155.045(G)(1) and Section 155.045(G)(4) of the Village of East Dundee Subdivision Chapter that requires the maximum length of a cul-de-sac shall be 500 feet measured along the center line from the intersection at origin through center of circle to end right-of-way and requiring the use of cul-de-sac streets shall be prohibited in multi-family, business or industrial districts with regard to the Subject Property to allow for the redevelopment of the Subject Property as depicted and described in the Application; and

**WHEREAS**, the Applicant filed an application with the Village seeking a variation from Section 155.054 and Section 155.096(A)(1)(c) of the Village of East Dundee Subdivision Chapter that requires the sanitary sewer to be extended through the development parcel with regard to the Subject Property to allow for the redevelopment of the Subject Property as depicted and described in the Application; and

WHEREAS, the Applicant filed an application with the Village seeking a variation from Section 157.065(A)(2)(e)(3) of the Village of East Dundee Zoning Chapter that requires areas utilized for accessory commercial operations yards to be provided with a permanent durable and dustless surface with regard to the Subject Property to allow for the redevelopment of the Subject Property as depicted and described in the Application; and

**WHEREAS**, the Applicant filed an application with the Village seeking a variation from Section 157.065(A)(2)(e)(4) of the Village of East Dundee Zoning Chapter that requires storage yards to be completely enclosed and screened with a solid wall or fence of not more than 12 feet in height and/or a berm or evergreen plants of any height with regard to the Subject Property as depicted and described in the Application; and

**WHEREAS**, the Applicant filed an application with the Village seeking a variation from Section 158.04(D)(2)(d)(2) of the Village of East Dundee Village Code Landscape Chapter that prohibits more than ten (10) parking spaces in a row without a landscape island with regard to the Subject Property to allow for the redevelopment of the Subject Property, as depicted and described in the Application; and

**WHEREAS**, the Applicant filed an application with the Village seeking a variation from Section 158.04(E)(1)(c) of the Village of East Dundee Village Code Landscape Chapter that requires garage doors to not be visible from adjoining rights-of-way with regard to the Subject Property to allow for the redevelopment of the Subject Property, as depicted and described in the Application; and

WHEREAS, pursuant to Section 157.207 of the Zoning Ordinance, and the Village's home rule authority, the President and Board of Trustees of the Village (collectively the "Corporate Authorities") may provide for and allow variances to the requirements of the Zoning Ordinance when there are practical difficulties or a particular hardship with the strict compliance with the Zoning Ordinance; and

**WHEREAS**, the Planning and Zoning Commission of the Village convened and held a public hearing on June 4, 2020 to consider the Application pursuant to variances for cul-de-sac, sanitary sewer, paving storage yard and storage yard screening; and

**WHEREAS**, the Planning and Zoning Commission reviewed the standards set forth in Section 157.207 of the Zoning Ordinance and made a recommendation to approve the Application; and

WHEREAS, the Corporate Authorities have received and considered the recommendation of the Planning and Zoning Commission and find it to be in the best interests of the health, safety and welfare of its residents to approve the Application and to allow the requested variations relative to the Project;

WHEREAS, pursuant to Section 158.04 of the Village Code, and the Village's home rule authority, the President and Board of Trustees of the Village (collectively the "Corporate Authorities") may provide for and allow variances to the landscaping requirements of Chapter 158 of the Village Code as long as the intent of specified requirements are met; and

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

<u>SECTION 1</u>: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**<u>SECTION 2</u>**: Variations. That the Corporate Authorities hereby grant the Application for the Subject Property, legally described as:

That part of section 25, township 42 north, range 8 east of the third principal meridian, described as follows; Commencing at the southeast corner of gateway subdivision per document No. 1972329; thence north 08 degrees 30 minutes 18 seconds east, along the east line of said gateway subdivision, 924.83 feet the southeast corner of lot 2 in Saturn resubdivision per document No. 93K77117 being the point of beginning;

Thence north 08 degrees 30 minutes 18 seconds east continuing along said east line, 1368.46 feet to the southwesterly line of parcel 0002 acquired by the Illinois Department of Transportation in condemnation case ED 92 0015 by order dated April 22, 1993; thence south 61 degrees 53 minutes 04 seconds east along said southerly line, 491.34 feet; thence southeasterly along said southerly line being a curve concave to the southwest having a radius of 22,704.25 feet, an arc distance of 480.76 Feet, the chord of said arc has a length of 480.75 feet and a bearing of south 61 degrees 16 minutes 40 seconds east; thence south 30 degrees 12 minutes 09 seconds west, 113.56 feet; thence along a curve concave to the southeast having a radius of 384.01 feet, the chord of said arc has a length of said arc has a length of south 19 degrees 33 minutes 10 seconds west; Thence south 08 degrees 54 minutes 12 seconds west, 562.72 feet; thence north 81 degrees 05 minutes 48 seconds west, 794.93 feet to the point of beginning, in Kane County, Illinois.

Together with that part of section 25, township 42 north, range 8 east of the third principal meridian, described as follows:

Commencing at the southeast corner of gateway subdivision per document No. 1972329; thence north 08 degrees 30 minutes 18 seconds east, along the east line of said gateway subdivision, 924.83 feet the southeast corner of lot 2 in saturn resubdivision per document No. 93K77117; thence north 08 degrees 30 minutes 18 seconds east continuing along said east line, 1368.46 feet to the southwesterly line of parcel 0002 acquired by the Illinois Department of Transportation in Condemnation case ED 92 0015 by order dated April 22, 1993; thence south 61 degrees 53 minutes 04 seconds east along said southerly line, 491.34 feet, an arc distance of 480.76 feet, the chord of said arc has a length of 480.75 feet and a bearing of south 61 degrees 16 minutes 40 seconds east to the point of beginning;

Thence south 30 degrees 12 minutes 09 seconds west, 113.56 feet; thence along a curve concave to the southeast having a radius of 1033.00 feet, an arc distance of 384.01, the chord of said arc has a length of 381.80 feet and bearing of south 19 degrees 33 minutes 10 seconds west; thence south 08 degrees 54 minutes 12 seconds west, 562.72 feet; thence south 81 degrees 05 minutes 48 seconds east, 80.00 feet; thence north 08 degrees 54 minutes 12 seconds east, 562.72 feet; thence northerly along a curve concave to the southeast having a radius of 953.00 feet, an arc distance of 352.27 feet, the chord of said arc has a length of 352.23 feet and bearing of north 19 degrees 33 minutes 10 seconds east; thence north 30 degrees 12 minutes 09 seconds east, 114.64 feet to said line of parcel 0002; Thence northwesterly long said southerly line being a curve concave to the soutwest having a radius of 22,704.25 feet, an arc distance of 80.01 feet, the chord of said arc has a length of 80.01 feet and a bearing of

north 60 degrees 34 minutes 13 seconds west to the point of beginning, in Kane County, Illinois.

Part of PIN 03-25-300-012

Commonly known as 1030 E. Main Street, East Dundee, IL 60118

#### Variation 1

A variation from Section 155.045(G)(1) and Section 155.045(G)(4) of the Subdivision Chapter is approved for the Project on the Subject Property with a condition that an access easement be platted on the plat of subdivision to allow for the turnaround maneuver, as depicted in the Application. The variation granted in this Ordinance is specific to the Project as proposed in the Application and shall not apply to any other development of the Subject Property.

#### Variation 2

A variation from Section 155.054 and Section 155.096(A)(1)(c) of the Subdivision Chapter is approved for the Project on the Subject Property with a condition that a Village utility easement be platted on the plat of subdivision and a sanitary sewer sleeve be placed under Christina Drive for the future sanitary sewer extension, as depicted in the Application. The variation granted in this Ordinance is specific to the Project as proposed in the Application and shall not apply to any other development of the Subject Property.

#### Variation 3

A variation from Section 157.065(A)(2)(e)(3) of the Zoning Ordinance is approved for the Project on the Subject Property with the condition that the proposed gravel area be topped with coarse aggregate without fine material and that the size of the gravel area is to remain under 1.15 acres, as depicted in the Application. The variation granted in this Ordinance is specific to the Project as proposed in the Application and shall not apply to any other development of the Subject Property.

#### Variation 4

A variation from Section 157.065(A)(2)(e)(4) of the Zoning Ordinance is approved for the Project on the Subject Property with the condition that the proposed fence be black vinyl chain link fencing with black pvc slats along the side yard, Piemonte Drive, and Christina Drive and the faux stone fencing be installed where facing Illinois Route 7as approved by the Village Administrator, as depicted in the Application. The variation granted in this Ordinance is specific to the Project as proposed in the Application and shall not apply to any other development of the Subject Property.

#### Variation 5

A variation from Section 158.04(D)(2)(d)(2) of the Landscape Chapter is approved for the Project on the Subject Property, as depicted in the Application.

The variation granted in this Ordinance is specific to the Project as proposed in the Application and shall not apply to any other development of the Subject Property.

#### Variation 6

A variation from Section 158.04(E)(1)(c) of the Landscape Chapter is approved for the Project on the Subject Property with the condition that the proposed fence be black vinyl chain link fencing with black pvc slats along the side yard, Piemonte Drive, and Christina Drive and the faux stone fencing be installed where facing Illinois Route 7. The variation granted in this Ordinance is specific to the Project as proposed in the Application and shall not apply to any other development of the Subject Property.

**SECTION 3: Conditions.** The variances are herein granted with the following conditions:

- 1. Variation 1 An access easement be platted on the plat of subdivision to allow for the turnaround maneuver.
- 2. Variation 2 A Village utility easement along Illinois Route 72 be platted on the plat of subdivision and that a sanitary sewer sleeve be placed under Christina Drive for the future sanitary sewer extension.
- 3. Variation 3 The proposed gravel area be topped with coarse aggregate without fine material and that the size of the gravel area is to remain under 1.15 acres.
- 4. Variations 4 and 6 The proposed fence be black vinyl chain link fencing with black pvc slats along the side yard, Piemonte Drive, and Christina Drive and the faux stone fencing be installed where facing Illinois Route 72 as approved by the Village Administrator.
- 5. Attached landscaping plan or as otherwise approved by the Village Engineer.
- 6. Variances apply only if constructed as shown on the attached site plan and with the materials submitted and as described in the Development Agreement.
- 7. The developer is not in breach of Development Agreement.

**SECTION 4**: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**<u>SECTION 5</u>**: **Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

**SECTION 6**: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

#### [THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED** by vote of the Board of Trustees this 15th day of June, 2020 pursuant to a roll call vote as follows:

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

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

**APPROVED** by me this 15th day of June, 2020.

Lael Miller, Village President

#### ATTEST:

Katherine Holt, Village Clerk

Published in pamphlet form this \_\_\_\_\_ day of June, 2020, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on June \_\_\_\_, 2020.

May 21, 2020



Jennifer Johnsen Village Administrator Village of East Dundee 120 Barrington ave East Dundee, IL 60018

Regarding: Altorfer Cat amended Variance Request

Dear Jennifer:

Per our group discussion yesterday I have revised the Variance request fo the Altorfer Cat project. Item #2 has been amended as discussed and item #9 has been added.

#### VARIANCES REQUESTED

- 1. Request relief for the cul-de-sac requirement on the proposed end to Christina Drive. Altorfer proposes to engineer an extend Christina Drive past the proposed driveway. The entrance gate to the property will be located in the property to allow for a more than adequate area to allow for a three point turn around should any vehicle mistakenly entering the area.
- Request relief to the solid fence requirement surrounding the property. The linear feet required to encase the 23 acres with a solid structure would be unreasonably expensive. Altorfer agrees to install high grade solid fencing at the North facing Rt. 72. Altorfer proposes to install black vinyl chain link fence with privacy slats at the East and South boarders. Last Altorfer proposes black vinyl chain link fence to the West behind the old Walmart.
- 3. Request relief to the landscaping height requirement to screen anything outside of the building. Some of the equipment serviced at this location will be in excess of 12' high. This requirement is not achievable.
- 4. Request relief to Village Ordinance requiring hard surfaces in the Storage Yard. Altorfer request a variance to allow the use of aggregate on the far south side of the property to allow temporary seasonal overflow display of Caterpillar equipment.
- 5. Request relief to the ordinance requiring all overhead doors be screened from sight. The overhead door heights will be 22', and not possible to conceal.
- 6. Request relief to the ordinance that prohibits customer or employee parking in the front of our retail building. This project is considered to have three front yard. Examples of the allowance of frontal parking are present all along Rte.72 businesses nearby.
- 7. Request relief to the requirement of sidewalks along Christina Drive. Christina Drive will only be a short extension off of Rte. 72, to an industrial facility with no other neighboring businesses or residents.
- 8. Request relief for the request of approximately 1120 LF of 10" sanitary sewer line along the frontage of Rte.72 extending past Christina Drive, to facilitate possible

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future development. This requirement is of no benefit to our project. Altorfer however, agrees to install a sleeve under the proposed Christina Drive at no cost to the Village for future installation by others.

9. Request relief for eleven parking stalls between islands in the car parking lot.

Thank You for you consideration

In closure please consider granting relief and incorporating the Variances requested in the upcoming June 4, 2020 Planning and Zoning meeting agenda.

Please fell free to contact me if you have any question.

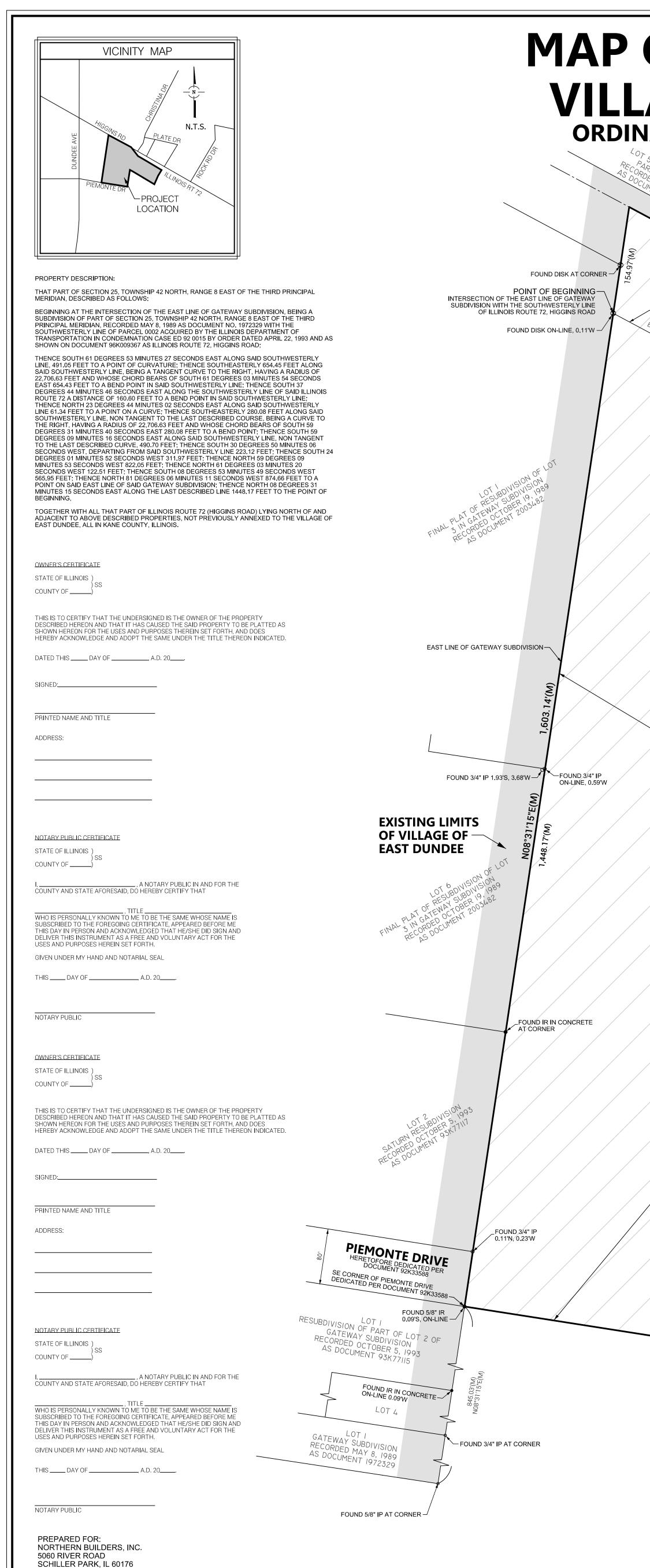
Thank You for you consideration

Very truly yours

Kenneth L. Nyenhuis Vice President Northern Builders, Inc. Office 847-678-5060 Cell 847-208-8768 Email knyenhuis@northernbuilders.com

#### NORTHERN BUILDERS, INC.

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# **MAP OF TERRITORY ANNEXED TO THE VILLAGE OF EAST DUNDEE, ILLINOIS** ORDINANCE NO.\_\_\_\_\_AND PASSED ON:\_\_\_\_\_

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> STATE OF ILLINOIS COUNTY OF KANE

VILLAGE BOARD CERTIFICATE

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IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE PART OF THE VILLAGE OF EAST DUNDEE ORDINANCE NO.\_\_\_\_\_ \_\_\_\_. ADOPTED BY THE VILLAGE BOARD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

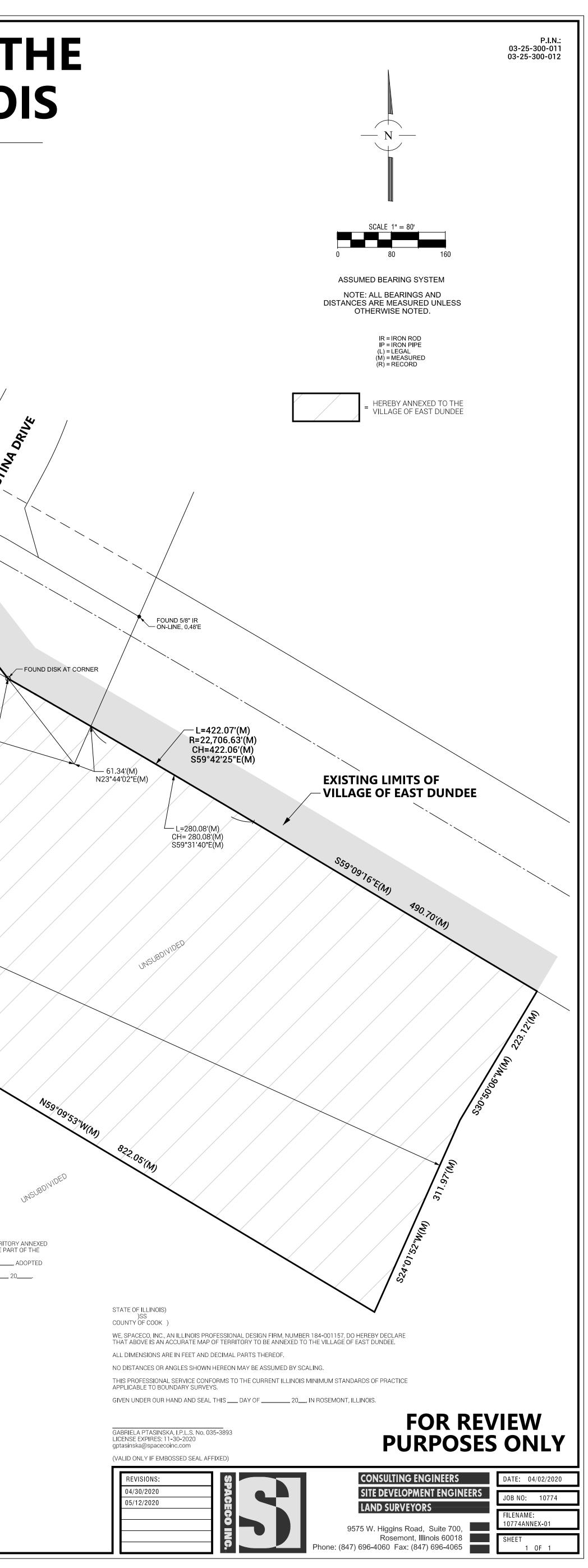
VILLAGE PRESIDENT

ATTEST:\_\_\_\_\_ VILLAGE CLERK

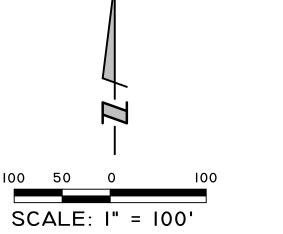
THIS PLAT IS BEING RECORDED BY:

NAME

ADDRESS



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THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF GATEWAY SUBDIVISION PER DOCUMENT NO. 1972329; THENCE NORTH 08 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF SAID GATEWAY SUBDIVISION, 924.83 FEET THE SOUTH EAST CORNER OF LOT 2 IN SATURN RESUBDIVISION PER DOCUMENT NO. 93K77117 BEING THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 30 MINUTES 18 SECONDS EAST CONTINUING ALONG SAID EAST LINE, 1368.46 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993; THENCE SOUTH 61 DEGREES 53 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY LINE, 491.34 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 22,704.25 FEET, AN ARC DISTANCE OF 480.76 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 480.75 FEET AND A BEARING OF SOUTH 61 DEGREES 16 MINUTES 40 SECONDS EAST; THENCE SOUTH 30 DEGREES 12 MINUTES 09 SECONDS WEST, 113.56 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1033.00 FEET, AN ARC DISTANCE OF 384.01 FEET, THE CHORD OF SAID ARC HAS A LENGTH OF 381.80 FEET AND BEARING OF SOUTH 19 DEGREES 33 MINUTES 10 SECONDS WEST; THENCE SOUTH 08 DEGREES 54 MINUTES 12 SECONDS WEST, 562.72 FEET; THENCE NORTH 81 DEGREES 05 MINUTES 48 SECONDS WEST, 794.93 FEET TO THE POINT OF BEGINNING.

U N S U B D I V I D E D

PRO INTON

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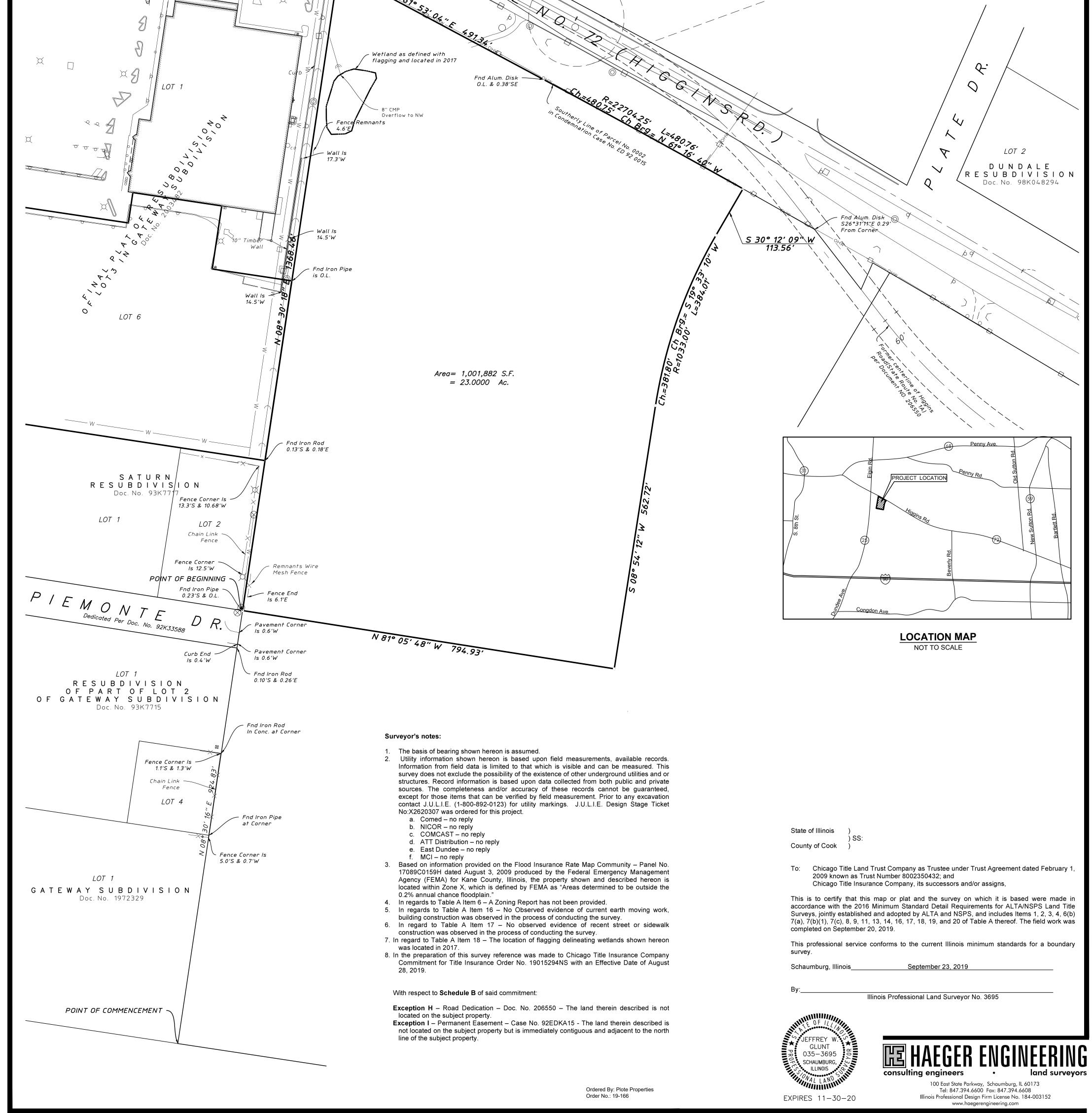
P.C. OF MONUMENTED TIME DER DOC. NO. 96K 009367

Monumented Transit Line per Doc. No. 95K009367

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# DEVELOPER

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NORTHERN BUILDERS, INC. 5060 RIVER ROAD SCHILLER PARK, IL 60176 PHONE: (847) 678-5060 FAX: (847) 678-7670

# CALL J.U.L.I.E. 1-800-892-0123<br/>with the following:COUNTYKANECITY, TOWNSHIPEAST DUNDEE, DUNDEE TOWNSHIPSEC. & ¼ SEC. NO.S25, T42N. R8E

### **48 HOURS BEFORE YOU DIG.** EXCLUDING SAT., SUN. & HOLIDAYS

 SHEET
 SHEET DESCRIPTION

 #
 1
 C1
 COVER SHEET

 2
 P-GM
 PRELIMINARY GEOMETRIC PLAN

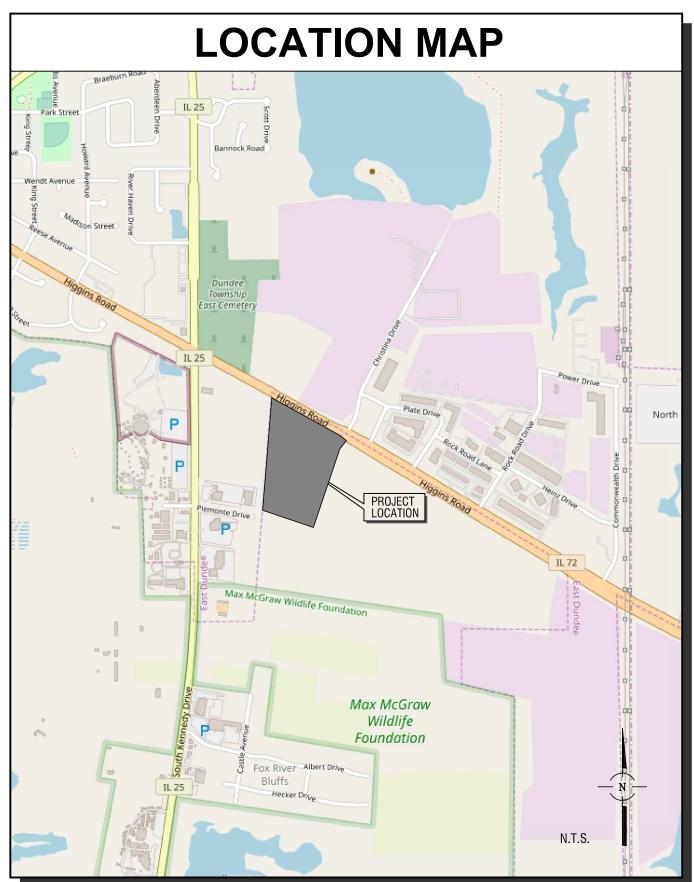
 3
 P-GR
 PRELIMINARY GRADING PLAN

 4
 P-UT
 PRELIMINARY UTILITY PLAN

## BENCHMARK

ELEVATION:

DESCRIPTION:



# PRELIMINARY SITE IMPROVEMENT PLANS for



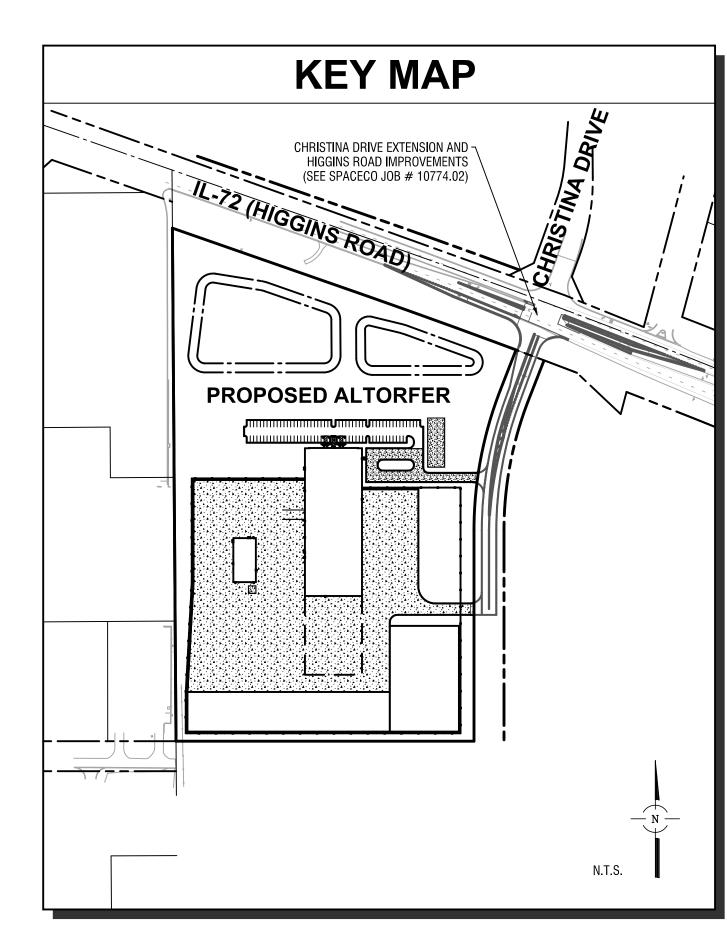
# EAST DUNDEE, ILLINOIS PROJECT NO:10774

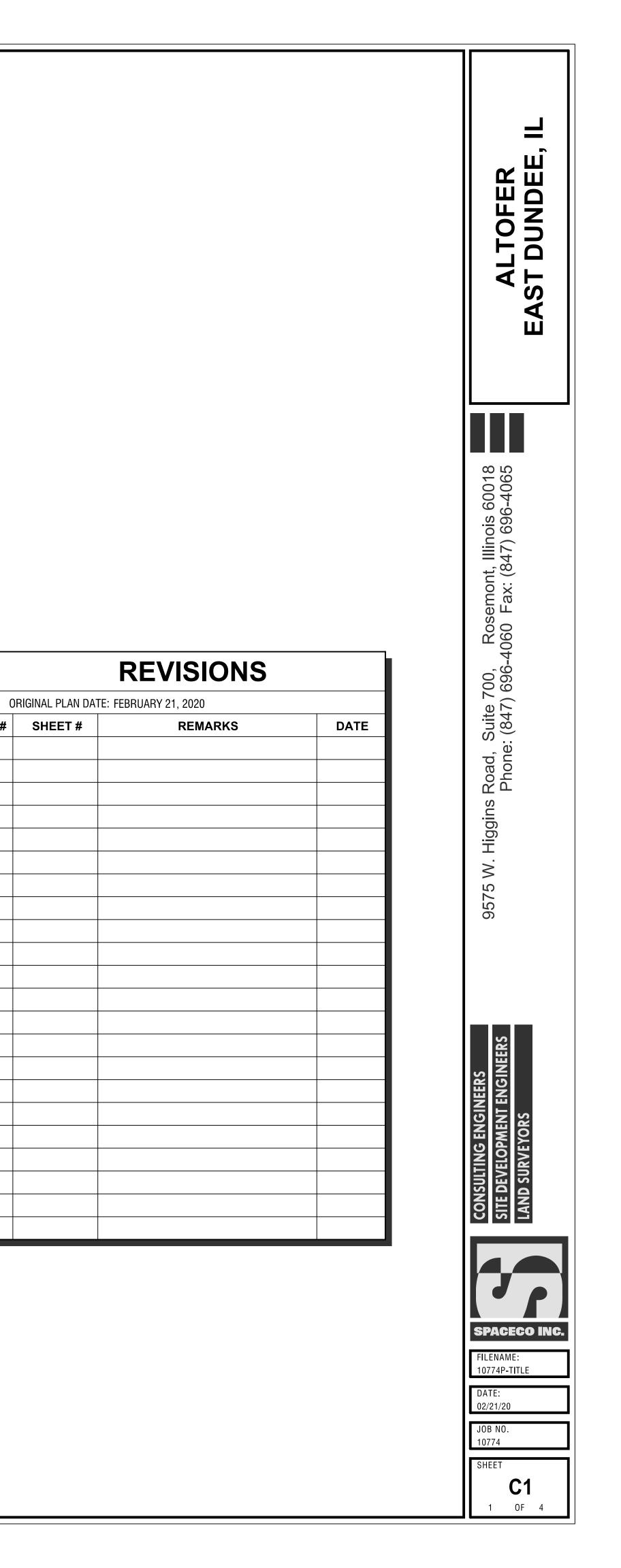


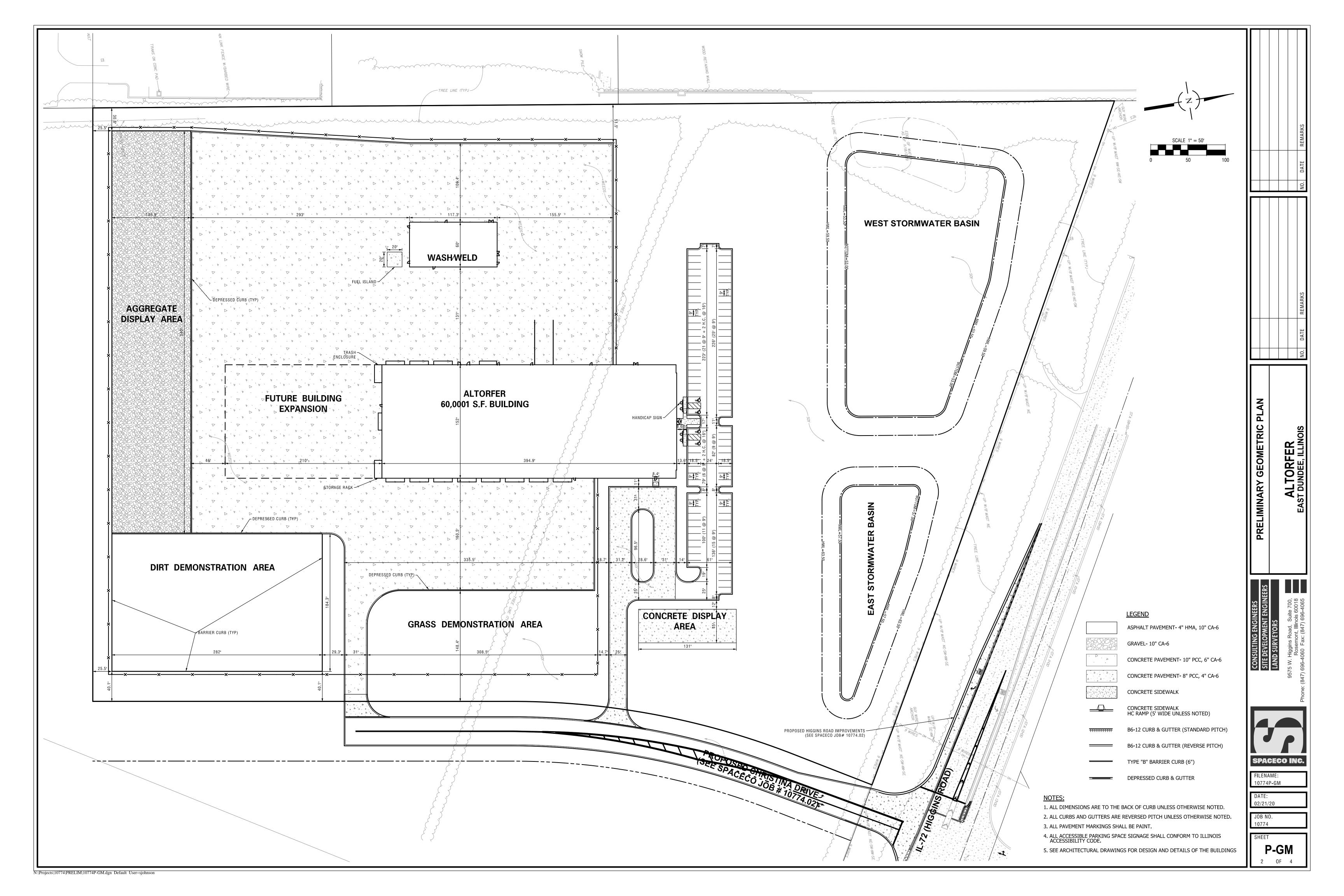
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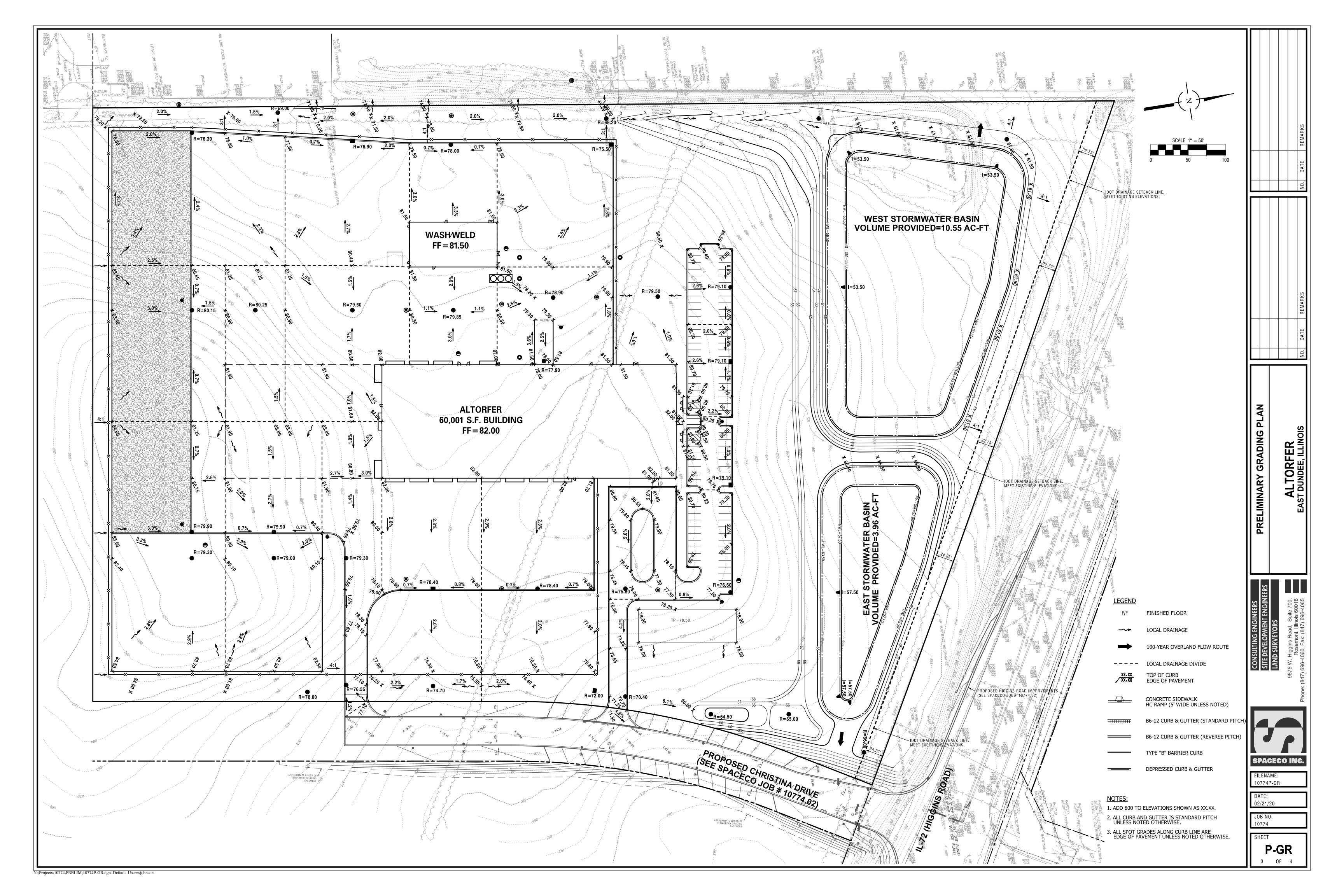
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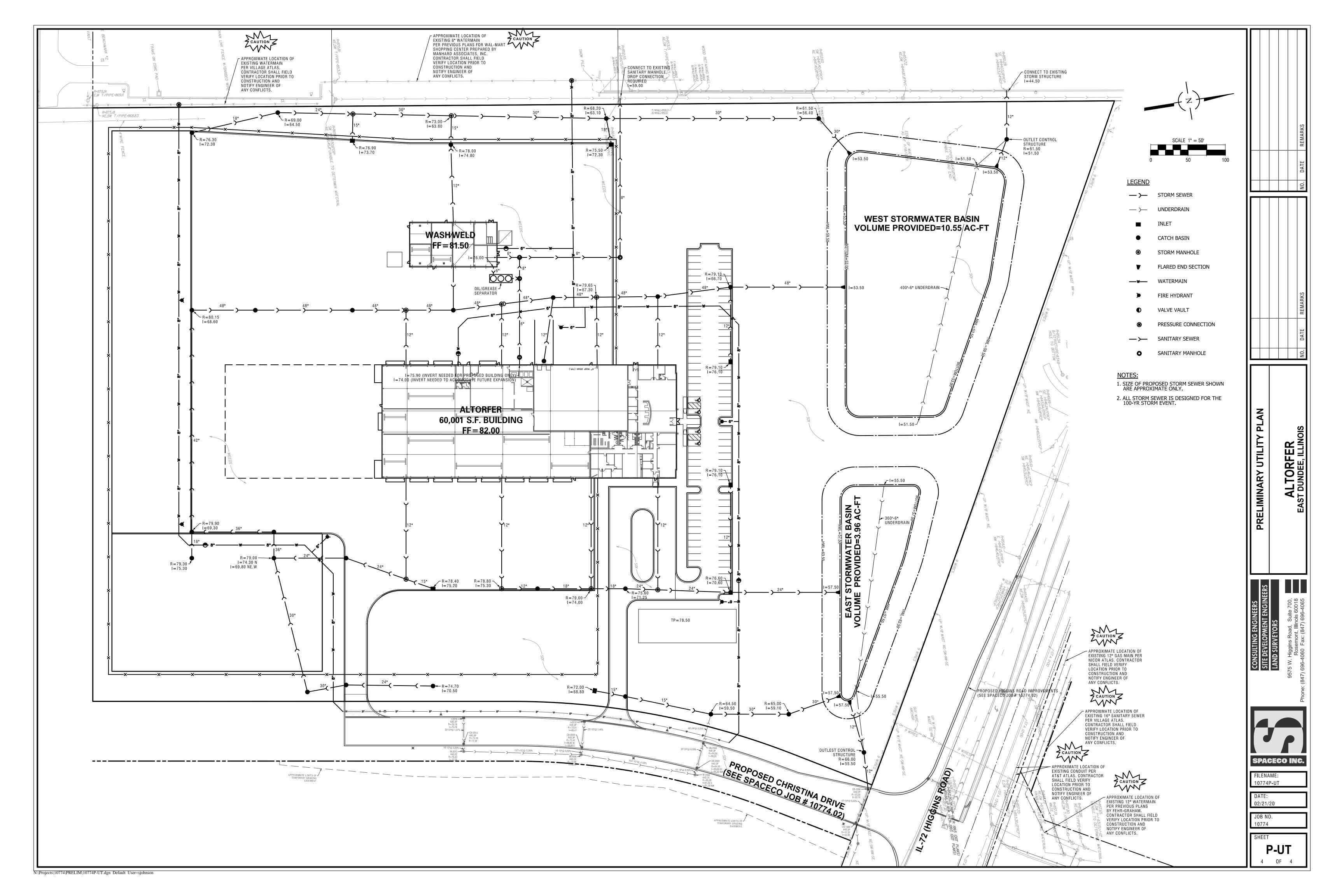
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

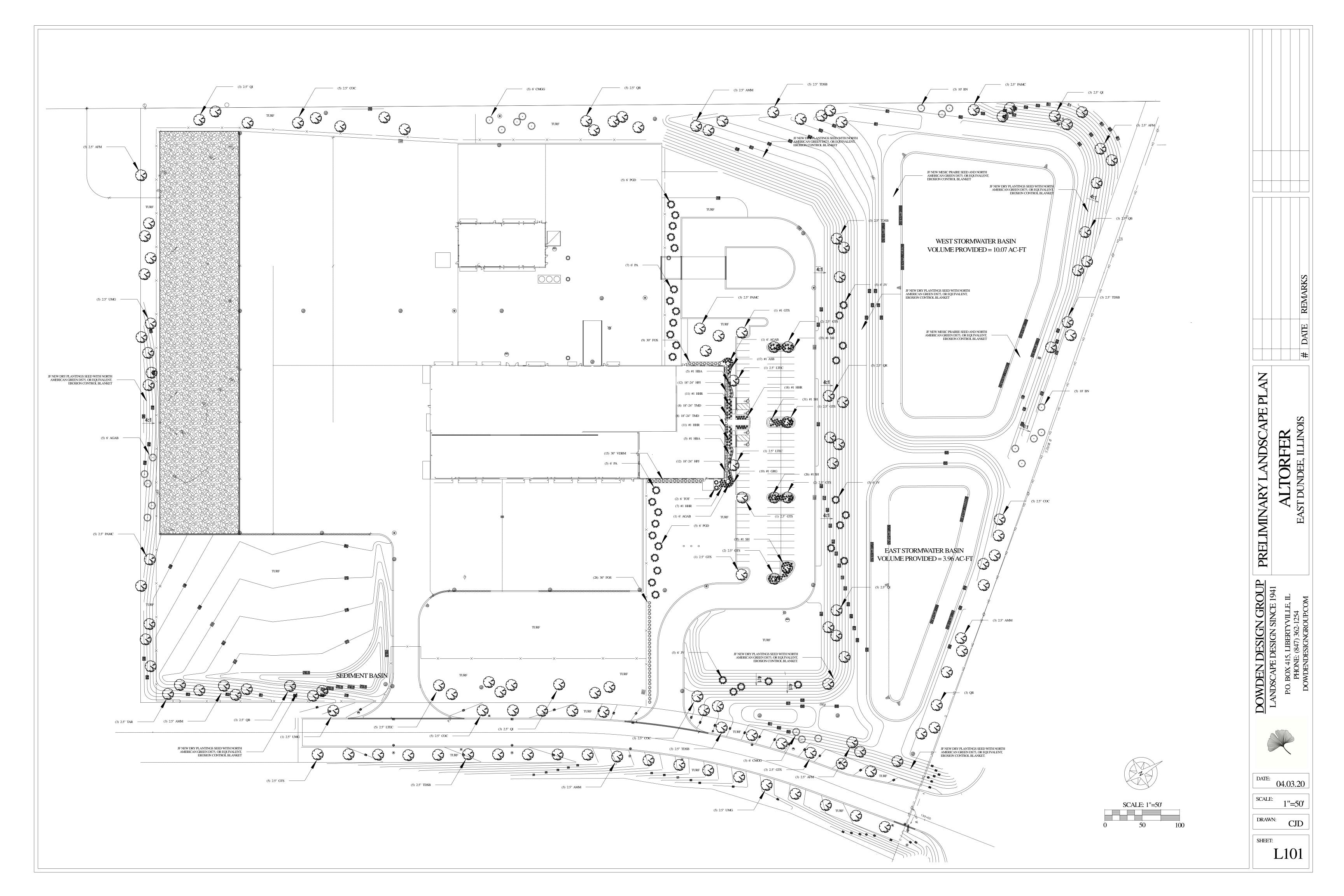












#### DRY PLANTINGS SEED MIX

<u>Common Name</u>	<u>Botanical Name</u>	PLS Oz/Acre
Lead Plant	Amorpha canescens	0.50
Common Milkweed	Asclepias syriaca	2.00
Butterfly Weed	Asclepias tuberosa	1.50
White Wild Indigo	Baptisia alba	0.50
Side Oats Grama	Bouteloua curtipendula	16.00
Plains Oval Sedge	Carex brevior	3.00
Sand Coreopsis	Coreopsis lanceolate	6.00
Prairie Coreopsis	Coreopsis palmata	1.50
Purple Prairie Clover	Dalea purpurea	2.00
Broad-Leaved Purple Coneflower	Echinacea purpurea	8.00
Virginia Wild Rye	Elymus virginicus	24.00
Rattlesnake Master	Eryngium yuccifolium	1.00
June Grass	Koeleria macrantha	3.00
Rough Blazing Star	Liatris aspera	1.00
Wild Lupine	Lupinus perennial v. occidentalis	2.00
Wild Bergamont	Monarda fistulosa	1.00
Stiff Goldenrod	Oligoneuron rigidum	1.00
Switch Grass	Panicum virgatum	2.50
Foxglove Beard Tongue	Penstemon digitalis	1.00
Common Mountain Mint	Pycnanthemum virginianum	0.50
Black Eyed Susan	Rudbeckia hirta	6.00
Little Bluestem	Schizachyrium scoparium	32.00
Prairie Dock	Silphium terebinthinaceum	1.00
Showy Goldenrod	Solidago speciose	0.50
Heath Aster	Symphyotrichum ericoides	0.50
Common Ironweed	Veronica fasciculata	2.00
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
	Total:	580.00

MESIC PLANTINGS SEED MIX

<u>Common Name</u>	<u>Botanical Name</u>	PLS Oz/Acre
Big Bluestem Grass	Andropogon gerardii	18.00
Common Milkweed	Asclepias syriaca	2.00
Butterfly Weed	Asclepias tuberosa	1.00
Cream Wild Indigo	Baptisia bracteata	0.50
Side Oats Grama	Bouteloua curtipendula	8.00
Field Oval Sedge	Carex molesta	4.00
Prairie Cinquefoil	Drymocallis arguta	1.00
Broad Leaved Purple Coneflower	Echinacea purpurea	8.00
Virginia Wild Rye	Elymus virginicus	24.00
Rattlesnake Master	Eryngium yuccifolium	2.00
Round Headed Bush Clover	Lespedeza capitate	2.00
Prairie Blazing Star	Liatris pycnostachya	2.00
Switch Grass	Panicum virgatum	4.00
Little Bluestem	Schizachyrium scoparium	28.00
Compass Plant	Silphium laciniatum	2.00
Old Field Goldenrod	Solidago nemoralis	0.25
Indian Grass	Sorghastrum nutans	12.00
New England Aster	Symphyotrichumn novae-angliae	0.50
Common Oat	Avena sativa	360.00
Annual Rye	Lolium multiflorum	100.00
	Total:	579.25

# <u>NOTES:</u>

	THE AMERICAN NU SPECIES AND VAR "PARK GRADE" MA LEADER WILL BE R ARE SUPPLIED AS QUANTITIES AND, I CHANGED OR SUE ASSOCIATES, INC,
2)	ALL PLANTS SHAL WATERING SCHED INSTALLED) OF WH LANDSCAPE ZONT OF ALL PLANT MA MATERIALS FOR C
3)	PLANTS SHALL BE PLAN. NO ROOT B OF SYNTHETICS OF THE LANDSCAPE (
4)	RECOMMENDED M LANDSCAPE CON VOLCANOES". MUL TREE OR SHRUB. TREE SO THE BAS
5)	PREPARE ALL PE THE COMPOST SH,

6) ALL PLANTS SHALL BE SET PLUMB. IT IS THE OPTION OF THE LANDSCAPE CONTRACTOR TO STAKE DECIDUOUS TREES BUT IT IS ALSO THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO GUARANTEE THE PLANTS REMAIN PLUMB UNTIL THE END OF THE GUARANTEE PERIOD.

7) TREES SHALL BE INSTALLED A MINIMUM OF FIVE FEET (5') HORIZONTALLY FROM UNDERGROUND ELECTRICAL FEEDERS, SANITARY SEWERS, SANITARY SERVICES, WATER MAINS, AND WATER SERVICES. TREES SHALL BE INSTALLED A MINIMUM OF TEN FEET (10) HORIZONTALLY FROM UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO, MANHOLES, VALVE VAULTS AND VALVE BOXES. SHADE TREES SHALL BE A MINIMUM OF TEN FEET (I $\phi$ ') FROM ALL LIGHT POLES AND ALL SHRUBS SHALL BE A MINIMUM OF THREE TO FIVE FEET (3'-5') FROM ALL FIRE HYDRANTS.

8) THE LANDSCAPE CONTRACTOR SHALL LOCATE THE EXISTENCE OF ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK. THE LANDSCAPE CONTRACTOR MUST ALSO KEEP THE PAVEMENT AND WORK AREAS IN NEAT AND ORDERLY CONDITION THROUGHOUT THE CONSTRUCTION PROCESS. THE LANDSCAPE CONTRACTOR SHALL ACQUAINT HIMSELF WITH. AND VERIFY. WORKING CONDITIONS IN ADVANCE OF SUBMITTING A PROPOSAL. FAILURE TO RECOGNIZE INHERENT RESPONSIBILITIES DOES NOT RELIEVE THE CONTRACTOR OF OBLIGATIONS DUE TO MISCALCULATIONS.

3) PROPERTY OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING SHOWN ON THE APPROVED PLANS THROUGHOUT THE LIFE OF THE DEVELOPMENT.

10) ALL TURF SHALL BE PREMIUM BLUEGRASS MIX (4-5 LBS/I,  $\phi \phi \phi$ SF) with NORTH AMERICAN GREEN DS75, OR EQUIVALENT, EROSION CONTROL BLANKET IN ALL DISTURBED AREAS.

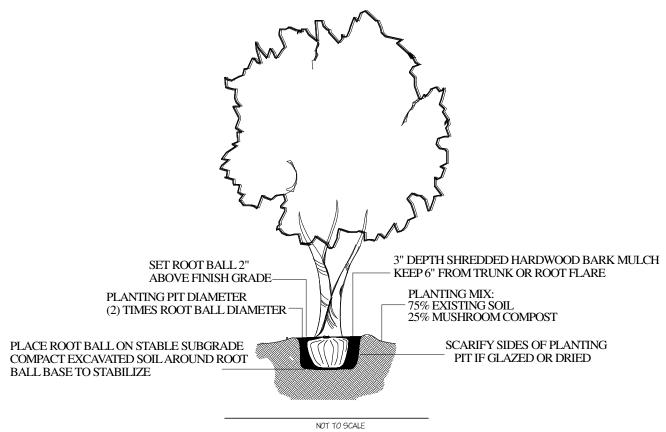
I) THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE PLANTING AS SHOWN ON THE DRAWING. ALL PLANTS SHALL COMPLY WITH THE REQUIREMENTS OF THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY JRSERY AND LANDSCAPE ASSOCIATION. PLANTS SHALL MEET SIZE, GENUS, ARIETY AND BE IN GOOD HEALTH, FREE OF INSECTS, DISEASES, OR DEFECTS. NO 1ATERIAL SHALL BE ACCEPTED. TREES NOT EXHIBITING A CENTRAL (OR SINGLE) REJECTED UNLESS CALLED IN THE PLANT LIST AS MULTI-STEM. QUANTITY LISTS AS A CONVENIENCE. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL , IN CASE OF DISCREPENCY, THE PLAN SHALL PREVAIL. NO PLANTS ARE TO BE IBSTITUTED WITHOUT APPROVAL FROM A REPRESENTATIVE OF JAMES DOWDEN &

> ALL BE WATERED DURING THE FIRST 24 HOUR PERIOD FOLLOWING INSTALLATION. A DULE MUST BE AGREED UPON WITH THE OWNER (BEFORE PLANTINGS ARE IHOM, WHEN AND HOW PLANT MATERIALS ARE TO BE PROPERLY WATERED. THE NTALLY PROPER WATERING IS BEING DONE FOR THE ESTABLISHMENT AND HEALTH ATERIALS. THE LANDSCAPE CONTRACTOR SHALL WARRANTY ALL PLANT ONE YEAR FROM THE TIME OF INSTALLATION AND PROJECT ACCEPTANCE.

BE BALLED AND BURLAPPED UNLESS OTHERWISE NOTED ON THE LANDSCAPE BOUND MATERIAL SHALL BE ACCEPTED AND ALL WRAPPING MATERIALS MADE OR PLASTICS SHALL BE REMOVED AT THE TIME OF PLANTING. IT IS THE OPTION OF E CONTRACTOR TO ROLL BACK BURLAP FROM THE TOP OF THE ROOT BALL.

MULCH DEPTH IS THREE INCHES (3") OF SHREDDED HARDWOOD BARK. THE NTRACTOR SHALL AVOID OVERMULCHING AND THE CREATION OF "MULCH ILCH BEDS SHALL EXTEND A MINIMUM OF TWO FEET (2') BEYOND THE CENTER OF A MULCH MUST BE PULLED BACK AT LEAST TWO INCHES (2') FROM THE BASE OF A SE OF THE TRUNK AND ROOT CROWN ARE EXPOSED.

ERENNIAL BEDS WITH ONE CUBIC YARD OF GARDEN COMPOST PER  $I \phi \phi$  SF and ALL BE ROTOTILLED TO AN 8" DEPTH.



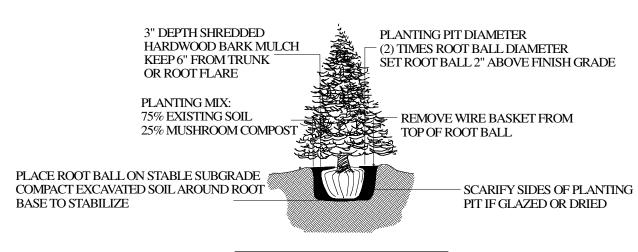
DECIDUOUS TREE PLANTING DETAIL

# PLANT LIST

<u>ty.</u>	Common Name	Botanical Name	<u>Size</u> <u></u>	<u>Remarks</u>	<u>Key</u>
1	Marmo Maple	Acer freemanii 'Marmo'	2.5"	B&B	AFM
)	State Street Miyabe Maple	Acer miyabei 'Morton'	2.5"	B&B	AMM
3	Chicagoland Hackberry	Celtis occidentalis 'Chicagoland'	2.5"	B&B	COC
0	Skyline Locust	Gleditsia triacanthos 'Skyline'	2.5"	B&B	GTS
7	Emerald City Tulip Tree	Liriodendron tulipifera	2.5"	B&B	LTEC
1	Exclamation London Planetree	Platanus acerifolia 'Morton Circle'	2.5"	B&B	PAMC
5	Swamp White Oak	Quercus bicolor	2.5"	B&B	QB
4	Shingle Oak	Quercus imbricaria	2.5"	B&B	QI
3	Northern Red Oak	Quercus rubra	2.5"	B&B	QR
3	Redmond Linden	Tilia americana 'Redmond'	2.5"	B&B	TAR
1	Shawnee Brave Bald Cypress	Taxodium distichum	2.5"	B&B	TDSB
5	Triumph Elm	Ulmus 'Morton Glossy'	2.5"	B&B	UMG
5	Eastern Red Cedar	Juniperus virginiana	6'	B&B	JV
2	Norway Spruce	Picea abies	6'	B&B	PA
0	Black Hills Spruce	Picea glauca 'Densata'	6'	B&B	PGD
2	Techny Arborvitae	Thuja occidentalis 'Techny'	6'	B&B	TOT
7	Autumn Brilliance Serviceberry	Amelanchier grandiflora	6'	B&B	AGAB
3	Clump River Birch	Betula nigra	10'	B&B	BN
3	Golden Glory Cornelian Cherry	Cornus mas 'Golden Glory'	6'	B&B	CMGG
7	Sunrise Forsythia	Forsythia ovata 'Sunrise'	30"	Cont.	FOS
4	Little Lime Hydrangea	Hydrangea paniculata 'Jane'	18"-24"	Cont.	HPJ
6	Dense Yew	Taxus media 'Densiformis'	18"-24"	Cont.	TMD
7	Summer Beauty Allium	Allium 'Summer Beauty'	#1	Pots	ASB
9	Rozanne Gerwat Geranium	Geranium 'Rozanne Gerwat'	#1	Pots	GRG
0	Blue Angel Hosta	Hosta 'Blue Angel'	#1	Pots	HBA
7	Happy Returns Daylily	Hemerocallis 'Happy Returns'	#1	Pots	HHR
15	Dwarf Prairie Dropseed	Sporobolus heterolepis	#1	Pots	SH

# <u>PLANT LIST – CHRISTINA DRIVE</u>

<u>Oty.</u>	<u>Common Name</u>	<b>Botanical</b>
5	State Street Miyabe Maple	Acer miya
5	Chicagoland Hackberry	Celtis occi
8	Skyline Locust	Gleditsia ti
8	Shawnee Brave Bald Cypress	Taxodium
6	Triumph Elm	Ulmus 'Me



## EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE

<u>l Name</u>	<u>Size</u>	<u>Remarks</u>	<u>Key</u>
abei 'Morton'	2.5"	B&B	AMM
cidentalis 'Chicagoland'	2.5"	B&B	COC
triacanthos 'Skyline'	2.5"	B&B	GTS
n distichum	2.5"	B&B	TDSB
Iorton Glossy'	2.5"	B&B	UMG

FORM SAUCER WITH 3" CONTINUOUS RIM - 3" MULCH RING SOIL BACKFILL WITH MIX UNDISTURBED WATER & TAMP TO REMOVE AIR POCKETS SUBGRADE NOT TO SCALE

SHRUB PLANTING DETAIL

	#   DATE   REMARKS
PRELIMINARY LANDSCAPE PLAN	ALTORFER EAST DUNDEE, ILLINOIS
DOWDEN DESIGN GROUP	P.O. BOX 415, LIBERTYVILLE, IL PHONE: (847) 362-1254 DOWDENDESIGNGROUP.COM
DATE: SCALE DRAW	<sup>N:</sup> CJD

State of Illinois	)	
County of Kane	)	SS
Village of East Dundee	)	

#### **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Planning and Zoning Commission of the Village of East Dundee will hold a public hearing on June 4, 2020 at 7:00 P.M. via teleconference call by authorization of Gov. Pritzker waiving a portion of the Illinois Open Meetings act to allow local governments to hold "remote" meetings to help control the spread of COVID-19

- 1. A request to rezone the following described property from R-1 Single Family to the M-1 Limited Manufacturing.
- 2. A request for a variance from Section 155.045(G)(1) and Section 155.045(G)(4) of the Subdivision Chapter of the East Dundee Village Code requiring the maximum length of a cul-de-sac shall be 500 feet measured along the center line from the intersection at origin through center of circle to end of right-of-way and requiring the use of cul-de-sac streets shall be prohibited in multi-family, business or industrial districts.
- 3. A request for a variance from Section 155.054 and Section 155.096(A)(1)(c) of the Subdivision Chapter of the East Dundee Village Code requiring the sanitary sewer to be extended through the development parcel.
- 4. A request for a variance from Section 157.065(A)(2)(e)(3) of the Zoning Chapter of the East Dundee Village Code requiring areas utilized for accessory commercial operations yards shall be provided with a permanent durable and dustless surface.
- 5. A request for a variance from Section 157.065(A)(2)(e)(4) of the Zoning Chapter of the East Dundee Village Code and Section 158.04 of the Landscape Chapter of the East Dundee Village Code requiring storage yards to be completely enclosed and screened with a solid wall or fence of not more than 12 feet in height and/or a berm or evergreen plants of any height.

Property Legal Description:

THAT PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GATEWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 8, 1989 AS DOCUMENT NO. 1972329 WITH THE SOUTHWESTERLY LINE OF PARCEL 0002 ACQUIRED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE ED 92 0015 BY ORDER DATED APRIL 22, 1993 AND AS SHOWN ON DOCUMENT 96K009367 AS ILLINOIS ROUTE 72, HIGGINS ROAD;

THENCE SOUTH 61 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 491.05 FEET TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY 654.45 FEET ALONG SAID SOUTHWESTERLY LINE, BEING A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 61 DEGREES 03 MINUTES 54 SECONDS EAST 654.43 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE: THENCE SOUTH 37 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID ILLINOIS ROUTE 72 A DISTANCE OF 160.60 FEET TO A BEND POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 23 DEGREES 44 MINUTES 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 61.34 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 280.08 FEET ALONG SAID SOUTHWESTERLY LINE. NON TANGENT TO THE LAST DESCRIBED COURSE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 22,706.63 FEET AND WHOSE CHORD BEARS OF SOUTH 59 DEGREES 31 MINUTES 40 SECONDS EAST 280.08 FEET TO A BEND POINT; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, NON TANGENT TO THE LAST DESCRIBED CURVE, 490.70 FEET; THENCE SOUTH 30 DEGREES 50 MINUTES 06 SECONDS WEST, DEPARTING FROM SAID SOUTHWESTERLY LINE 223.12 FEET; THENCE SOUTH 24 DEGREES 01 MINUTES 52 SECONDS WEST 311.97 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 53 SECONDS WEST 822.05 FEET: THENCE NORTH 61 DEGREES 03 MINUTES 20 SECONDS WEST 122.51 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 49 SECONDS WEST 565.95 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 11 SECONDS WEST 874.66 FEET TO A POINT ON SAID EAST LINE OF SAID GATEWAY SUBDIVISION; THENCE NORTH 08 DEGREES 31 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED LINE 1448.17 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH ALL THAT PART OF ILLINOIS ROUTE 72 (HIGGINS ROAD) LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTIES, NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF EAST DUNDEE, ALL IN KANE COUNTY, ILLINOIS.

PINS: 03-25-300-011, 03-25-300-012

All interested persons will be given an opportunity to be heard.

#### VILLAGE OF EAST DUNDEE, ILLINOIS Findings of Fact – Rezoning

Property Location:	Altorfer CAT Development Project
Rezoning requested:	Rezone the property from R-1 – Single Family District to the M-1- Limited Manufacturing District
Hearing date:	June 4, 2020

The Planning and Zoning Commission has made the following findings regarding the variation request:

1. Existing uses of property within the general area of the property in question.

Uses within the general area include manufacturing, retail, restaurant, amusement, automotive, and residential.

2. The zoning classification of property within the general area of the property in question.

All incorporated adjacent property is zoned M1 – Limited Manufacturing, B3 – Service Business District, and B4 – Automotive Service Business District.

**3.** The suitability of the property in question to the uses permitted under the existing zoning classification.

*The property is designed for uses permitted within the M1 – Limited Manufacturing District.* 

4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the day the property in question was placed in its present zoning classification.

If the property stayed R1 – Single Family District, there is not demand for development.

5. The extent to which property values are diminished by the particular zoning restrictions.

If the property stayed R1 – Single Family District, there is not demand for development.

6. The extent to which the destruction of property values of promotes the health, safety, morals, and general welfare of the public.

N/A

# 7. The relative gain to the public as compared to the hardship imposed upon the individual property owner.

The public will gain an increase in the property tax base and sales tax revenue for the Village.

# 8. The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property.

The property has always been unincorporated and vacant.

#### 9. The community need for the proposed use.

*The Village's Comprehensive Plan acknowledges future land use to be developed for general business / industrial.* 

#### 10. The care with which the community has undertaken to plan its land use development.

The Village updated its Comprehensive Plan in 2002.

Based on the information contained in the application and the testimony and evidence presented at the public hearing, the Planning and Zoning Commission voted on the approval of these findings of fact and the requested variation(s) resulting in the following vote:

\_\_\_\_ayes \_\_\_\_nays \_\_\_\_absent\_\_\_\_abstain

Date: \_\_\_\_\_

Planning and Zoning Commission Chairman

### VILLAGE OF EAST DUNDEE, ILLINOIS Findings of Fact – Variances

Property Location:	Altorfer CAT Development Project
Variance(s) requested:	A variance from Section 155.045(G)(1) and Section 155.045(G)(4) of the Subdivision Chapter of the East Dundee Village Code requiring the maximum length of a cul-de-sac shall be 500 feet measured along the center line from the intersection at origin through center of circle to end of right-of-way and requiring the use of cul-de-sac streets shall be prohibited in multi-family, business or industrial districts.
	A variance from Section 155.054 and Section 155.096(A)(1)(c) of the Subdivision Chapter of the East Dundee Village Code requiring the sanitary sewer to be extended through the development parcel.
	A variance from Section 157.065(A)(2)(e)(3) of the Zoning Chapter of the East Dundee Village Code requiring areas utilized for accessory commercial operations yards shall be provided with a permanent durable and dustless surface.
	A variance from Section 157.065(A)(2)(e)(4) of the Zoning Chapter of the East Dundee Village Code requiring storage yards to be completely enclosed and screened with a solid wall or fence of not more than 12 feet in height and/or a berm or evergreen plants of any height.
Hereine deter	Lang 4, 2020

Hearing date: June 4, 2020

The Planning and Zoning Commission has made the following findings regarding the variation request:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zoning district; Circle one; Yes/No/Not Applicable(N.A.), Explain:

Without the variances, the property would not allow for the development as proposed.

#### 2. The plight of the owner is due to unique circumstances; Yes/No/N.A. and

Yes, the property's unique circumstances limits the ability to develop the property.

## 3. The variation, if granted, will not alter the essential character of the locality. Yes/No/N.A.

The character of the locality would not be affected and would be enhanced due with the development instead of a vacant property.

For the purpose of supplementing the above standards, the Planning and Zoning Commission, in making its decision whenever they are practical difficulties or particular hardship, shall also take into consideration the extent to which the following facts favorable to the applicant, have been established by the evidence that:

# **1.** The particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the regulations were strictly enforced; Yes/No/N.A.

If the regulations are strictly enforced, the development could not be built as proposed and, therefore, the project would not be completed.

2. The conditions upon which the petition for variation is based would be applicable generally to other property within the same zoning classification; Yes/No/N.A.

Should these conditions reoccur on a development with the same zoning classification, the basis for the variation would be applicable.

3. The purpose of the variation is not based exclusively upon a desire to make more money out of the property; Yes/No/N.A.

Without the variations, the overall use of the property would be affected and remain vacant.

4. The alleged difficulty or hardship has not been created by any person presently having an interest in the property; Yes/No/N.A.

Yes.

5. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; Yes/No/N.A.

The granting of the variances would not be detrimental or injurious to the surrounding properties.

6. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood. Yes/No/N.A.

The proposed variation would not have any of the above negative effects.

Based on the information contained in the application and the testimony and evidence presented at the public hearing, the Planning and Zoning Commission voted on the approval of these findings of fact and the requested variation(s) resulting in the following vote:

\_\_\_\_ayes \_\_\_\_nays \_\_\_\_absent\_\_\_\_abstain

Date: \_\_\_\_\_

Planning and Zoning Commission Chairman



# Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118 (847) 426-2822 www.eastdundee.net

To:Village President and Board of TrusteesFrom:Jennifer Johnsen, Village AdministratorSubject:South Route 72 TIFDate:June 15, 2020

#### Background

The Village has secured the services of Vanderwalle and Associates to determine how to incorporate the Altorfer CAT Development Project property into a tax increment financing (TIF) district. Vanderwalle has determined that, due to the existing use of the land, the Village must create a new TIF District to be called the South IL Route 72 TIF District. Under the TIF statute, the Village must publish the attached notice announcing the creation of a registry for those members of the public who would like to receive further notices during the TIF process. The proposed TIF eligibility study and plan are available for inspection and will be presented to the Village Board at a future meeting as part of the process.

Scott Harrington from Vanderwalle and Associates will be in attendance at the Village Board meeting to answer any related questions you may have.

#### Attachment

Public Notice Announcing the Availability of the Eligibility Study and Report and the Redevelopment Plan and Project for the Proposed South Illinois Route 72 TIF District

#### **Action Requested**

Announcement of the Availability of the Eligibility Study and Report and the Redevelopment Plan and Project for the Proposed South Illinois Route 72 TIF District

#### PUBLIC NOTICE

The Village of East Dundee has established a Tax Increment Financing ("TIF") District Interested Parties Registry relative to the proposed South Illinois Route 72 TIF District. Residents of the Village and organizations active in the Village may register with the Village to receive information on any proposed designation of a TIF redevelopment project area or the approval of a TIF redevelopment plan, including, but not limited to, those for the proposed South Illinois Route 72 TIF District, as well as information regarding any changes proposed for the redevelopment plan for the proposed South Illinois Route 72 TIF District, if and when it is created. Registration forms are available from the Village Clerk, by email at kholt@eastdundee.net and in-person when Village Hall is open at 120 Barrington Avenue, East Dundee, Illinois 60118, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except on holidays.



# Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118 (847) 426-2822 www.eastdundee.net

#### **MEMORANDUM**

TO:	Village President
	Village Board of Trustees
CC:	Jennifer R. Johnsen, Village Administrator
FROM:	Brandiss J. Martin, Finance Director
DATE:	June 10, 2020
RE:	Enterprise Resource Planning Software

#### **Background**

The Village currently uses LOCiS to handle its financial management needs. The current software has limitations in abilities to meet the technological needs of all departments within the Village. Those limitations have been highlighted by the lack of functionality during this work from home period. Staff is in need of automation to improve internal processes to better meet the needs of residents and business owners. In February 2020, the Village published a RFP for Enterprise Resource Planning (ERP) software to replace LOCiS. Upon review and demonstration of several software companies, staff is interested in contracting enterprise software through Civic Systems, LLP. Below is a summary of prices per proposal:

Company Name	Implementation Price		Annua	l Renewal
Tyler Technologies	\$	99,910	\$	49,990
Civic Systems	\$	86,360	\$	12,390
BS&A Software*	\$	161,960	\$	11,447

\*Annual Renewal based on average cost for 4 years

#### Civic Systems, LLP:

With over 20 years of experience, Civic Systems is a full service software firm who offers technological resources to over 350 municipalities throughout the Midwest, 80 of which are in Illinois. The municipalities range in population size from 2,000 to over 40,000. Civic Systems is a subsidiary of Baker Tilly Virchow Krause, LLP, a top 15 accounting and professional service firm with public sector clients. The City of Batavia, Village of Fox Lake, City of Galena, Village of Westchester, and the Village of Galena are some of the municipalities that are currently using the system. The Village of Woodstock is one of their communities that converted from LOCiS.

#### Civic Systems Products and Services:

Accounts Payable: This module includes review and electronic approval of invoices through the workflow process which we currently do not have and therefore route and file paper copies of

AP invoices. Requisitions and Purchase Orders can also use the workflow process. Invoices may be scanned into the system and attached to a specific vendor/account number for review and future reference. Purchase Card expense information can be imported directly from the bank without manual entry.

Accounts Receivable: Manage customer accounts, invoicing, billing, and payments of money owed to the Village.

**Business License**: Track and issue active licenses for business operations including video gaming and liquor licenses. Business licenses are currently managed by IBM Notes which the Village of West Dundee is eliminating.

**Building Permits & Code Enforcement**: Generate and track licenses for permits and manage an active contractor listing. Includes the ability to schedule inspections, create checklists, charge fees, issue notices, and track or escalate complaints to violations.

**Budgeting:** Within this module, Village staff will be able to budget within the software, insert budget details and track changes as the budget develops. This will eliminate mistakes that are made by re-entering budget numbers into various Excel spreadsheets and manual entry into financial software. Currently, LOCiS does not provide this capability.

**Financial modules**: This includes various modules for cash receipting, fixed assets, General Ledger, bank reconciliation, and grant/project management. Department heads will be able to easily access their department spending. Financial reporting documents are prepopulated and are easy to customize.

**Human Resources**: Provides a self service portal for employees to enter their hours, time off requests, and other request/information. This is an electronic process that can be routed to supervisors for approval. Also allows employees to receive and review paystubs and W2's electronically. Currently paper copies of time off requests and personal matters (completed on an Excel spreadsheet) as well as paystubs, W-2 etc. are routed to staff.

**Utility Billing**: generate and update billing for customers. Customers can have their bill automatically deducted from their checking or savings accounts. Customers will be able to view their bills online if they are signed up electronic billing. Also, the system will be able to connect with the Village's Illinois ePay account to import online payments into general ledger. This process is currently completed with manual entries.

#### **Recommendation**

It is the recommendation of Village staff that the Village Board approve a resolution approving the implementation of Enterprise Resource Planning software as presented by Civic Systems in an amount not to exceed \$115,000. If implemented, the conversion process will take up to six (6)

months to complete. The annual fee, which includes any and all system upgrades, is projected at \$12,390.

#### **Budgeted Amount**

The Village Board approved the implementation of new software in an amount not to exceed \$150,000.

#### <u>Action</u>

A motion to approve a resolution of the Village of East Dundee approving a contract agreement between the Village of East Dundee and Civic Systems for Enterprise Resource Planning software.

#### **Attachments**

1. A Resolution of the Village of East Dundee Approving a Contract Agreement Between the Village of East Dundee and Civic Systems for Enterprise Resource Planning Software.

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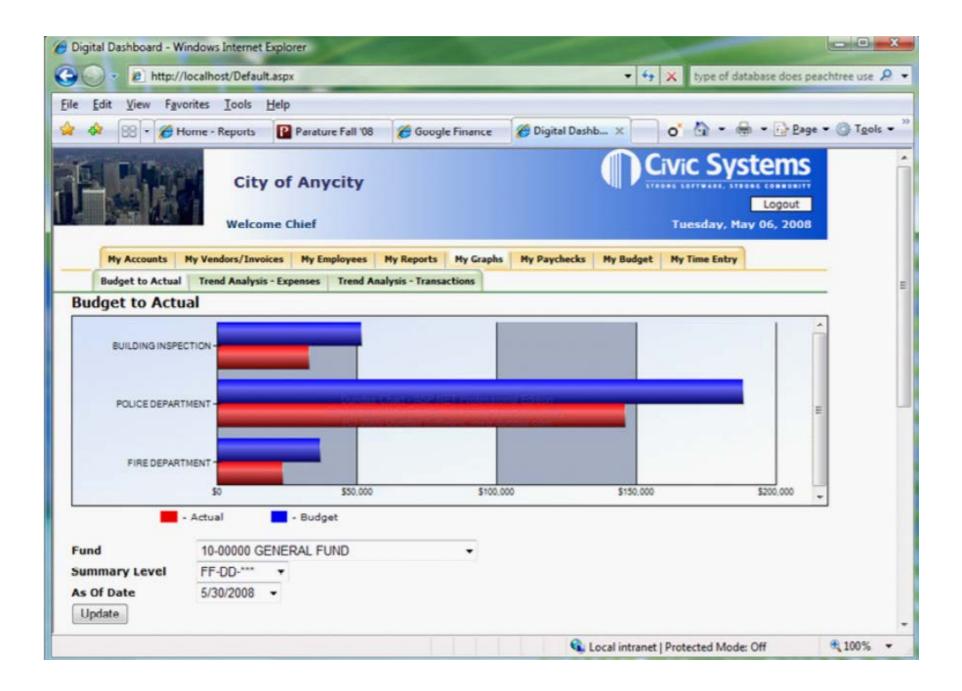
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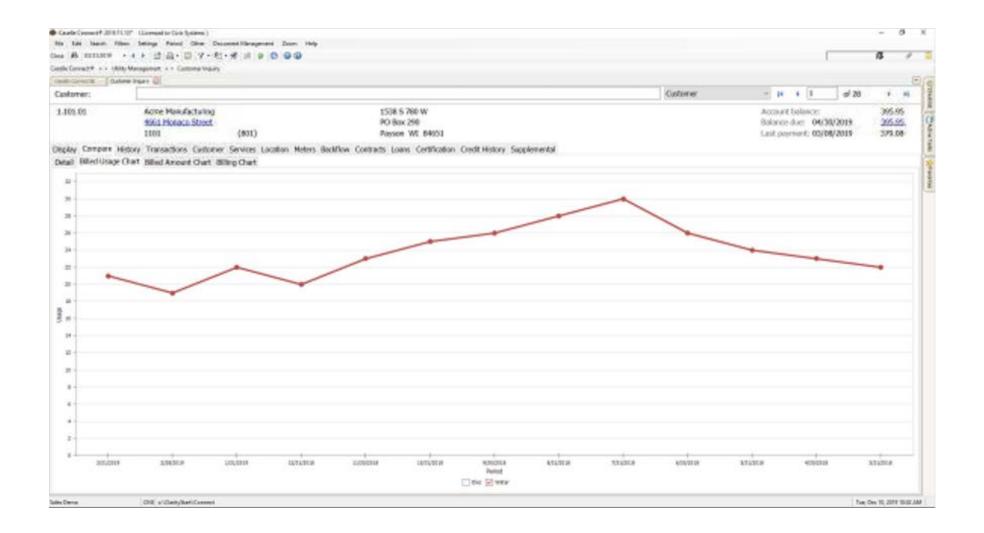
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Allocations	<ul> <li>View All Reports</li> </ul>	Change Current Period	
Banks		Checkout	
Budget Levels		Close Period	
Categories		Close Year-end	
Chart of Accounts		Copy Account Ranges	
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Fund Types		Delete Account Ranges	
Journal Codes		Delete History	
Organization		Recalculate	
Positive Pay Formats		<ul> <li>Recompute Beginning Balances</li> </ul>	
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		Setup Period Dates	
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Organization Menu





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							*	Add	
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Modify Existing Employees - Human Resource Anycity Corporation	dmin c:\Clarity Da	ata					Tue, J	an 20, 2009	12:55 PM

Resolution No. \_\_\_\_\_

#### A RESOLUTION OF THE VILLAGE OF EAST DUNDEE APPROVING A CONTRACT AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND CIVIC SYSTEMS FOR ENTERPRISE RESOURCE PLANNING SOFTWARE

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of

East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Contract Agreement between the Village of East Dundee and Civic Systems

attached hereto as EXHIBIT A, shall be and hereby is approved.

Section 2. The Village Administrator shall be and is hereby authorized to execute EXHIBIT A

and all other necessary related documents on behalf of the Village to effectuate the Contract Agreement.

*Section 3*. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed by the President and the Village Board of Trustees of the Village of East Dundee,

Illinois, this  $15^{st}$  day of June, 2020.

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

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

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

#### **APPROVED**:

Village President

Attest:

Village Clerk

Computer Software and Services Contract

## Village of East Dundee

Prepared by Civic Systems, LLC

# Civicsystems strong software, strong community

A SUBSIDIARY OF BAKER TILLY VIRCHOW KRAUSE, LLP

Civic Systems, LLC Ten Terrace Court P.O. Box 7398 Madison, WI 53707-7398 Phone: 888.241.1517 Fax: 608.249.1050 mlaesch@civicsystems.com www.civicsystems.com

June 11, 2020

## **Contract Agreement**

This "Contract Agreement" is made this \_\_\_\_\_\_ day of \_\_\_\_\_ 2020 ("Effective Date") by and between the **Village of East Dundee**, 120 Barrington, East Dundee, IL 60118 and **Civic Systems, LLC**, Ten Terrace Court, Madison, Wisconsin 53707-7398.

#### 1. Definitions

For purposes of this Contract Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" Will denote the Village of East Dundee, IL.
- B. "Civic" Will denote Civic Systems, LLC.
- C. "Services" Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" Will denote any goods or services produced by a third-party entity other than Civic.
- F. "Accident" Will denote an unexpected happening at the Client's premises causing loss or injury which is not due to any fault or misconduct on the part of the person injured.

#### 2. Contract Agreement

The following Attachments are a part of this Contract Agreement:

- A. Cost Detail
- B. Conversion Services
- C. Hardware Requirements
- D. Caselle Software License Agreement
- E. Civic Support Agreement

A separate contract agreement will need to be executed with Payment Service Network for the Online Bill Pay and Presentment program. The costs for this application and their respective services are simply noted in this contract for informational purposes.

#### 3. Scope of Agreement

Client agrees to license the Software and receive the Services and Civic agrees to provide same subject to the terms and conditions stated in this Contract Agreement, the Caselle Software License Agreement attached hereto as Attachment D, and the Civic Support Agreement attached hereto as Attachment E.

#### 4. General Conditions

- A. This is not a Contract Agreement of partnership or employment of Civic or any of Civic's employees by Client. Civic is an independent contractor for all purposes under this Contract Agreement.
- B. Civic shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
- C. Civic agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract Agreement. Civic agrees that, at all times, the employees of Civic furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- D. Civic agrees that all persons working for or on behalf of Civic whose duties bring them upon Client's premise shall obey the rules and regulations that are established by Client and shall comply with the reasonable directions of Client personnel.
- E. Civic shall be responsible for the acts of its employees and agents while on Client's premises. Accordingly, Civic agrees to take all necessary measures to prevent injury and loss to persons or property located on Client premises. Civic shall be responsible for all damages to persons or property caused by Civic or any of its agents or employees. Civic shall promptly repair any damage that it, or its employees or agents may cause to Client's

premises or equipment; on Civic's failure to do so, Client may repair such damage and Civic shall reimburse Client promptly for the cost of repair.

- F. Civic agrees that, in the event of an Accident of any kind, Civic will immediately notify Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- G. Civic shall perform the services contemplated in this Contract Agreement without interfering in any way with the activities of Client's staff or visitors.
- H. Civic and its employees or agents shall have the right to use only those facilities of Client that are necessary to perform services under this Contract Agreement and shall have no right to access any other facilities of Client.

#### 5. Entire Agreement Clause

This Contract Agreement, including other referenced documents, constitutes the entire Contract Agreement between Client and Civic and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

#### 6. Non-Assignment; Non-Delegation; Binding Effect

Both Civic and Client shall be clearly identified by name. Neither of the identified parties to this Contract Agreement shall assign or encumber any of its rights, or delegate or any of its duties defined in this Contract Agreement, in whole or in part, to other third parties unless the other party to this Contract Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by this Contract Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from this Contract Agreement shall bind the identified party and their respective successors and assignees.

#### 7. Assignments

Civic shall not assign, transfer or pledge this Contract Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

#### 8. Subcontractors

Civic shall not subcontract this Contract Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve, Civic of its liabilities and obligations under this Contract Agreement. Further, Civic shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly employed by subcontractors. Contracts between Civic and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. Civic shall make contracts between Civic and subcontractors available upon request.

#### 9. Agreement Extensions and Modification Clause

This Contract Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to this Contract Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to this Contract Agreement to be of a major or complex nature, then the change shall be by formal amendment of this Contract Agreement signed by the parties and made a permanent part of this Contract Agreement.

Under no circumstances, however, shall any parties to this Contract Agreement forfeit or cancel any right presented in this Contract Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Contract Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

#### **10. Termination**

- A. This Contract Agreement may be terminated for cause in the event Civic does not cure a material breach of this Contract Agreement within thirty (30) days' of receiving written notice of such breach from Client.
- B. This Contract Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.
- C. Client shall pay Civic for all Services rendered, Software delivered or incurred, and expenses incurred prior to the date of termination, and shall reimburse Civic for all reasonable costs associated with any termination.
- D. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Contract Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Contract Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.
- E. Because a breach of any of the provisions of this Contract Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Civic agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedures set forth in Section 10(d) in order to seek injunctive or declaratory relief.
- F. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Contract Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Contract Agreement shall survive the expiration or termination of this Contract Agreement or any Statement of Work.

#### 11. Applicable and Governing Law Clause

The validity, construction and enforcement of this Contract Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Contract Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

#### **12. Title and Confidentiality**

- A. Both parties recognize that their respective employees and agents, in the course of performance of this Contract Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Contract Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Contract Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests and data practices requests.
- B. Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Contract Agreement. It shall not be a breach of this Contract Agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

#### 13. Notices

All notices or communications required or permitted as a part of this Contract Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC Ten Terrace Court P.O. Box 7398 Madison, WI 53707-7398

Village of East Dundee 120 Barrington East Dundee, IL 60118

#### 14. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Contract Agreement.

#### **15. Force Majeure Clause**

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Contract Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

#### 16. Nondiscrimination by Civic or Agents of Civic

Neither Civic nor anyone with whom Civic shall contract shall discriminate against any person employed or applying for employment concerning the performance of Civic responsibilities under this Contract Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Civic of this Contract Agreement.

#### 17. Replication of Software

Client shall not copy Software for any purposes other than for backup or disaster recovery.

#### 18. Non-Collusion

Civic hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Client, or other person or entity concerning the obtaining of this Contract Agreement. In addition, Civic agrees that a duly authorized Civic representative will sign a non-collusion affidavit, in a form acceptable to Client, that Civic has received from Client no incentive or special payments, or considerations not related to the provision of the system described in this Contract Agreement.

#### 19. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract Agreement and the person signing this Contract Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Contract Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Contract Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Contract Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

- D. Civic warrants that any Services that it provides to Client under this Contract Agreement will be performed in accordance with generally accepted industry standards of care and competence Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- E. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client expressly waives any claim that Client may have against Civic based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right with respect to any Product and also waives any right to indemnification from Civic against any such Claim made against Client by another. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Contract Agreement.

#### 20. Limitation on Damages and Indemnification

- A. Except as specifically stated in the Warranty section of this Contract Agreement, the Software is Licensed "AS IS", but not limited to implied warranties of merchantability. The maximum liability of Civic for all damages from any claims shall not exceed the license, services, and support fees paid to date by Client to Civic, unless as otherwise stated herein. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages delays, interruptions, or viruses arising out of or related to this Contract Agreement.
- B. As Civic is performing Services solely for the benefit of Client, Client will indemnify Civic, its subsidiaries and their present or former owners, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Contract Agreement.
- C. Because of the importance of the information that Client provides to Civic with respect to Civic's ability to perform the Services, Client hereby releases Civic and its present and former owners, employees, officers and agents from any liability, damages, fees, expenses and costs, including attorney fees, relating to the Services, that arise from or related to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.
- D. Civic will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.
- E. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract Agreement are material bargained for basis of this Contract Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract Agreement and in the decision by each party to enter into this Contract Agreement.
- F. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Civic, or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract Agreement.

- G. Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Contract Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as the time of discovery of any claim.
- H. In the event that the parties are unable to resolve differences that may arise relating to this Contract Agreement, all disputes arising from this Contract Agreement shall be resolved through the courts of the State of Illinois, unless both parties agree to binding arbitration. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten (10) years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### 21. Standards of Performance

Civic shall perform its Services in conformity with the terms expressly set forth in this Contract Agreement, including all applicable professional standards. Accordingly, Civic's Services shall be evaluated on its substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown.

#### 22. Personnel

During the term of this Contract Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

#### 23. Email Communication

Client acknowledges that: (i) Civic and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Civic shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

#### 24. Business License

In the event a local business license is required for Civic to perform series hereunder, Client will notify Civic prior to the Effective Date and will provide Civic with the necessary paperwork and/or contact information.

#### 25. Taxes

The fees set forth in Section 27 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Client. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Civic from and against any and all fines, penalties, damages, and claims.

#### 26. Payment Terms

The total fees for Software and Services are estimated to be **\$86,360** as set forth in following section. The Client agrees to the following Payment Terms.

- A. Civic shall invoice Client **\$43,180** upon the Effective Date.
- B. Civic shall invoice Client \$43,180 before training.
- C. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

#### 27. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the Software and Services. Detailed costs are provided in Attachment A – Cost Detail

	 Investment
Connect License Fees (5 Concurrent)	\$ 61,400
Less: Negotiated Discount	(18,540)
Conversion and Setup	21,600
Training and Onsite Assistance	 21,900
Sub-total	 86,360
ANNUAL SUPPORT TOTAL (Software For Life)	\$ 12,390

\*Above amounts do not include travel costs. Travel costs will be invoiced as incurred and are estimated below. Mileage will be invoiced at the federally mandated mileage rate currently at \$0.58 per mile for round trip travel. Hotel will be invoiced for the amount incurred by Civic staff. Civic's staff stays at a Holiday Inn or equivalent. Hotel rates vary; we estimate those rates to be \$150 nightly. Meals are invoiced as actual with a daily maximum of \$35.

Travel cost estimates are based on six (6) round trips and 19 overnights.

TOTAL INVESTMENT	<u>\$</u>	<u>4,170</u>
Meals (18 days at \$35/day)		665
Hotel (18 nights at \$125/night)		2,850
Mileage (Six 226 mile round trips @ \$0.58/mile)	\$	655

#### 28. Additional Service Fees

Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Civic's then-current rates.

#### 29. Optional Items

Pricing for optional Products and services shall be valid for ninety (90) days from the Effective Date.

#### **30. Contract Agreement Execution**

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of this Contract Agreement as of the dates set forth below.

VILLAGE OF FAST DUNDEE

	NOT DONDEE
Signature:	
Title:	
Date:	
<u>CIVIC SYSTEM</u>	<u>S, LLC</u>
Signature:	
Title:	
Date:	

SELECTED MODULES (Included in the agreement)

	License	One-Time	Training and		
	Fee	conversion	Onsite		
	Purchase	/	Assistance	Year one Total	Annual
Selected Product Descriptions	Price	setup	Cost/Days	w/o Support	Fees*
5 Concurrent User Licenses	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Accounts Payable	5,500	900	1,200	7,600	1,375
miExcel AP	Included	Included	Included	Included	Included
Purchase Orders and Requisitions	2,000	600	600	3,200	500
Accounts Receivable	5,500	1,200	1,200	7,900	1,375
Business Licenses	3,300	600	600	4,500	825
Building Permits	5,500	2,400	1,200	9,100	1,375
Code Enforcements	3,300	600	600	4,500	825
Inspections	Included	Included	Included	Included	Included
Approvals and Notification	Included	Included	Included	Included	Included
Cash Receipting	4,500	600	1,200	6,300	1,125
Payment Import	Included	Included	Included	Included	Included
Fixed Assets	3,300	600	600	4,500	825
General Ledger	5,500	1,200	2,400	9,100	1,375
Activity Reporting	Included	Included	Included	Included	Included
Bank Rec	Included	Included	Included	Included	Included
Budgeting	Included	Included	Included	Included	Included
miExcel GL	Included	Included	Included	Included	Included
miViewPoint (Department Head Dashboard)	Free	600	1,200	1,800	Included
AP Workflow	Free	1,200	1,200	2,400	Included
Budget Workflow	Free	300	300	600	Included
miTime (Employee Electronic Time Sheets)	Free	1,200	600	1,800	Included
Payroll with Direct Deposit	9,200	3,600	3,600	16,400	2,300
Electronic Submittals	Included	Included	Included	Included	Included
miPay ( Employee Self Help)	Included	Included	Included	Included	Included
miExcel PR	Included	Included	Included	Included	Included
Utility Billing With ACH Direct Pay	14,100	6,000	4,800	24,900	3,525
Electronic Read Interface	Included	Included	Included	Included	Included
Splitter	Included	Included	Included	Included	Included
Service Orders with Mobile Service Orders	3,000	600	1,200	4,800	750
Web Services (Online Bill Pay Interface to Preferred Vendor)	Included	Included	Included	Included	Included
Less: Discount	<u>(18,540)</u>			<u>(18,540)</u>	<u>(2,960)</u>
TOTALS COSTS	<u>45,160</u>	<u>21,600</u>	<u>21,900</u>	<u>86,360</u>	<u>12,390</u>

\*First Year Annual Support Fees are prorated based on your Go-Live date.

\*\*If a Credit Card Interface is chosen there could be additional setup costs from the Online Bill pay company along with transactional credit card fees. Please contact one of our preferred vendors for that information.

#### OPTIONAL MODULES (Not Included in the agreement)

	License Fee				
	Purchase				
	Price	<b>One-Time</b>			
	(10	conversion			
	Concurrent	/	<b>Training Cost</b>	Year one Total	Annual
<b>Optional Product Descriptions (Not Selected)</b>	Users)	setup	@ \$1,200/Day	w/o Support	Fees
Additional Concurrent Users above 5 (each)	2,000			2,000	400
Court Management	6,500	1,500	2,400	10,400	1,625
Citation Import	1,600	300		1,900	320
Fixed Assets	2,300	600	600	3,500	550

\*Above amounts include the discount provided.

The following outlines the conversion series to be provided for the core modules included as a part of this Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

#### **Accounts Payable**

- > Vendor Information
- > 3 years of invoice and check history
- > Report preparation
- > AP check formatting

#### Cash Receipting

- > Setup receipt categories and corresponding GL accounts
- > Report preparation

#### **miViewPoint**

- > Installation
- > User/group setup

#### **General Ledger**

- > Chart of Accounts
- > Financial statements
- > Report preparation
- > 3 years detail information
- > 3 years of budget information

#### Payroll

- > Employee information
- > Pay code setup
- > Current Year to Date Totals
- > Recalculate payroll to ensure data accuracy
- > Report preparation
- > Leave time balances
- > Paycheck formatting

#### Utility Billing

- > Customer information
- > Customer's current balances by service
- > Meter information
- > Location information
- > 13 months of consumption history
- > Report preparation
- > Utility billing formatting
- > Recalculate bill run to ensure data accuracy
- > Setup rates and services

#### HARDWARE REQUIREMENTS

Network System Requirements - Caselle® Connect - Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft <sup>®</sup> Windows 2012, 2012 R2, 2016 Server (64-bit) or 2019 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher  Minimum 16 GB of available RAM   30 GB available disk space for Caselle Connect applications (180 MB) and data   Separate physical hard drive for SQL log file 8-15 K SAS HDD preferred   Color SVGA .28 Monitor   1 GB Ethernet Network Card   1 GB Ethernet Switch   DVDRW Drive All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.
Database Server Equipment and Operating System	<ul> <li>Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server).</li> <li>Networks with more than ten workstations may require faster processors and/or more memory than the recommended.</li> </ul>
Database Software	Microsoft <sup>®</sup> SQL Server 2012 (64-bit), 2014 (64- bit) or 2016 (64-bit), or 2019 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher)   8 GB of available RAM   30 GB available disk space for Caselle Connect applications (180 MB) and data   LCD Monitor All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.
Workstation Operating System	Windows 10 <sup>TM</sup> Professional (32-bit or 64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Data File Transfer	DVDRW Drive
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers   Star TSP100   Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	DSL, ISDN, or T1
	Explanation: Caselle® Applications require Internet access to download program updates. Using an Internet connection that is slower than 256 Kbps will take significantly longer to download data.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Certified
Web Services	IIS 7 (Windows Server 2008, 2012)
miViewPoint Only needed if miViewPoint is being installed.	IIS 7 or later   30 GB of available disk space for miViewPoint on the IIS and SQL Servers   Modern Web Browser on any PC using miViewPoint (IE11 or greater, up to date Chrome, or up to date Firefox) If miViewPoint is made internet available a modern mobile browser is required.

#### Caselle 1656 S East Bay Blvd, Ste 100 Provo, UT 84606 CASELLE, INC. SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

#### 1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

#### 2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

#### 3. LICENSE

#### You may:

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

#### You may not:

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

#### 4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

## **Attachment D – Caselle Software License Agreement**

#### 5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

#### 6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

#### 7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

#### 8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and You hereby consent to the jurisdiction of State and Federal courts in Illinois. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

#### CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the **Village of East Dundee**, 120 Barrington, East Dundee, IL 60118 and **Civic Systems, LLC**, Ten Terrace Court, Madison, Wisconsin 53707-7398.

#### **TERMS AND CONDITIONS**

#### 1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" Will denote the Village of East Dundee, IL.
- B. "Civic" Will denote Civic Systems, LLC.
- C. "Services" Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" Will denote any goods or services produced by a third-party entity other than Civic.

#### 2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the date of use. The date of use is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

#### 3. CHARGES

Civic will invoice Client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

Initial support fees are billed and prorated for that six-month period based upon the specific modules "go-live" date.

#### 4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 7 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

#### 5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone:	608 240 2600
Toll-Free:	800 241 1517
Fax:	608 249 1050
E-mail:	support@civicsystems.com
Website:	http://www.civicsystems.com

#### 6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or Client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

#### 7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

#### 8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

#### 9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

#### **10. PERFORMANCE**

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

#### **11. LIABILITY**

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to Client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

#### 12. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes Client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to Client either procure for Client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, Client shall have the right at its election, to terminate the license to the infringing software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

## **Attachment E – Civic Support Agreement**

#### **13. LIMITATION ON LIABILITY**

In no event will Civic's liability exceed the support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

#### 14. DEFAULT

In the event of payment default by Client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

#### **15. FORCE MAJEURE**

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

#### **16. NOTIFICATION**

All notices or communications required or permitted as a part of the Support Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified below.

Civic Systems, LLC Ten Terrace Court P.O. Box 7398 Madison, WI 53707-7398

Village of East Dundee 120 Barrington East Dundee, IL 60118

#### 17. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

#### **18. SOFTWARE SUPPORT**

The Client will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support Unlimited and reasonable telephone technical support is provided during the hours specified in the Service Hours section above. In addition, Client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to Client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates Civic shall provide Client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to Client.
- C. Software Upgrades Civic shall provide Client with upgrades to the current platform when available. Civic shall provide Client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to Client.
- D. Trained Employees Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic

#### **19. MISCELLANEOUS**

This Support Agreement covers those Services rendered for post "go-live". Post "go-live" will be defined as the first time that the Software is used in a production environment to perform the Client's daily processing.



# Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118 (847) 426-2822 www.eastdundee.net

To: Village President and Board of Trustees
From: Jennifer Johnsen, Village Administrator
Subject: Sale and Delivery of Cocktails and Mixed Drinks
Date: June 15, 2020

#### Background

Per Public Act 101-631, Governor Pritzker is allowing for the sale and delivery of "to go" cocktails and mixed drinks under specific conditions and regulations. Attached, please find an Ordinance that would allow for the sale and delivery of mixed cocktails by holders of the following liquor licenses which typically only allow for the consumption of alcohol on the premises:

- Class A (Taverns)
- Class E (Restaurants)
- Class I (Specialty Food and Beverage)

The ordinance effectuates the Village President's Executive Ordinance 20-5 and allows for the sale and delivery during a disaster proclamation regarding public health by the Governor of the State of Illinois pursuant to Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7. The Governor's regulations are included in the attached Executive Order.

#### **Action Requested:**

Approval of an Ordinance Adopting and Approving Sales and Deliveries of "To Go" Cocktails and Mixed Drinks Regulations in Executive Order 20-5 Issued by the Village President Under a State of Emergency

#### **Attachments:**

Ordinance Adopting and Approving Sales and Deliveries of "To Go" Cocktails and Mixed Drinks Regulations in Executive Order 20-5 Issued by the Village President Under a State of Emergency

Declaration of a Continued State of Emergency in the Village of East Dundee

Executive Order Regarding the Sales and Deliveries of "To Go" Cocktails and Mixed Drinks in the Village of East Dundee.

#### ORDINANCE NUMBER 20 - \_\_\_

#### AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS ADOPTING AND APPROVING SALES AND DELIVERIES OF "TO GO" COCKTAILS AND MIXED DRINKS REGULATIONS IN EXECUTIVE ORDER 20-5 ISSUED BY THE VILLAGE PRESIDENT UNDER A DECLARATION OF A STATE OF EMERGENCY (COVID-19 – JUNE 12, 2020)

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on March 23, 2020, the Village President and Board of Trustees adopted Ordinance 20-07 entitled "An Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois Amending the Village of East Dundee Village Code Authorizing the Village President to Declare a State of Emergency if Needed," which created Section 33.13(H) of the Village of East Dundee Village Code ("Village Code"), authorizing the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, on June 1 2, 2020, the Village President declared a state of emergency in the Village due to the threats to the public's health, safety and welfare from the COVID-19 pandemic pursuant to the "Declaration of a Continued State of Emergency in the Village of East Dundee, Cook and Kane Counties, Illinois (COVID-19 – June 8, 2020)," attached hereto as **EXHIBIT A** and made a part hereof ("Declaration"); and

WHEREAS, on June 12, 2020, the Village President issued Executive Order 20-5 pursuant to the Declaration, entitled "Executive Order Regarding Sales and Deliveries of "To Go" Cocktails and Mixed Drinks Under a Declaration of a State of Emergency in the Village of East Dundee, Cook and Kane Counties, Illinois (COVID-19 – June 12, 2020)," attached hereto as **EXHIBIT B** and made a part hereof ("Executive Order 20-5"); and

WHEREAS, pursuant to Section 33.13(H)(2)(h) of the Village Code, the expiration of the Declaration and Executive Order 20-5 shall be no later than the adjournment of the first regular meeting of the Village President and Board of Trustees after the Declaration was issued; and

**WHEREAS**, the Village President and Board of Trustees desire to adopt and extend the outdoor dining regulations in Executive Order 20-5, in order to better protect and preserve the public's health, safety and welfare with regard to the COVID-19 pandemic;

#### NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

**<u>SECTION 1</u>**: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

<u>SECTION 2</u>: Adoption and Approval of Executive Order; Village Code Amendments. That the Village President and Board of Trustees adopt and approve the regulations on sales and deliveries of "to go" cocktails and mixed drinks in Executive Order 20-5, by amending the Village Code as follows:

#### Amendment One:

Section 116.01(B) of the Village Code, entitled "Definitions" is amended to add the following definitions:

"COCKTAIL or MIXED DRINK means any beverage obtained by combining ingredients alcoholic in nature, whether brewed, fermented, or distilled, with ingredients non-alcoholic in nature, such as fruit juice, lemonade, cream, or a carbonated beverage.

#### [...]

**SEALED CONTAINER** means a rigid container that contains a mixed drink, is new, has never been used, has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and is tamperevident. "Sealed container" does not include a container with a lid with sipping holes or openings for straws or a container made of plastic, paper, or polystyrene foam."

#### Amendment Two:

Section 116.05(K) of the Village Code, entitled "Sales and Deliveries of "To-Go" Cocktails and Mixed Drinks" is created and shall read as follows:

"A cocktail or mixed drink placed in a sealed container by a Class A licensee, a Class E licensee or a Class I licensee at the licensee's location may be transferred and sold for off-premises consumption if the requirements of 235 ILCS 5/6-28.8, as amended from time to time, are met, which requirements are incorporated as set forth herein, for so long as 235 ILCS 5/6-28.8 remains in effect."

**SECTION 3**: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

<u>SECTION 4</u>: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**<u>SECTION 5</u>**: **Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

**SECTION 6: Effect.** That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 15th day of June, 2020 pursuant to a roll call vote as follows:

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

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

**APPROVED** by me this 15th day of June, 2020.

ATTEST:

Lael Miller, Village President

Katherine Holt, Village Clerk

Published in pamphlet form this 15th day of June, 2020 under the authority of the Village President and Board of Trustees.

Recorded in the Village records on June 15, 2020.

## EXHIBIT A

## DECLARATION

(attached)

#### **DECLARATION NO. 20-4**

#### DECLARATION OF A CONTINUED STATE OF EMERGENCY IN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS (COVID-19 – JUNE 12, 2020)

**WHEREAS**, the Village of East Dundee ("Village") is a home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook and Kane Counties; and

**WHEREAS**, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and

**WHEREAS**, on March 11, 2020, the Word Health Organization declared the COVID-19 virus a pandemic; and

WHEREAS, on March 10, 2020, the President of the Cook County Board of Commissioners issued a disaster proclamation in Cook County, Illinois related to the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, the President of the Kane County Board of Commissioners issued a disaster proclamation in Kane County, Illinois related to the COVID-19 pandemic; and

**WHEREAS**, on March 9, 2020, the Governor of the State of Illinois issued a disaster proclamation in the State of Illinois related to the COVID-19 pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a nationwide emergency under Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 52 U.S.C. 5121, *et seq.*, related to the COVID-19 pandemic; and

**WHEREAS**, COVID-19 pandemic is a contagious disease that is likely to cause loss of life, loss of productivity, hardship and suffering to persons residing in or doing business in and around the Village; and

WHEREAS, Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6, provides that the corporate authorities of the Village of East Dundee may grant the Village President the extraordinary power and authority to exercise, by executive order during a state of emergency, such of the powers of the Village's corporate authorities as may be reasonably necessary to respond to the emergency; and

**WHEREAS**, on March 23, 2020, the Village President and Board of Trustees adopted Ordinance 20-07, entitled "An Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois Amending the Village of East Dundee Village Code Authorizing the Village President to Declare a State of Emergency if Needed," which

created Section 33.13(H) of the Village Code, which authorizes the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

**WHEREAS**, declaration of a state of emergency in the Village is necessary in order to allow the Village to assist in preventing the loss of life and injuries, alleviating damages, loss, hardship and suffering related to the COVID-19 pandemic;

**NOW, THEREFORE, BE IT DECLARED,** under oath by the Village President of the Village of East Dundee, Cook and Kane Counties, Illinois:

**<u>SECTION 1</u>**: Incorporation. That the recitals above shall be and are incorporated in this Section 1 as if restated herein.

<u>SECTION 2</u>: Declaration of a State of Emergency. That a state of emergency is declared in the Village of East Dundee, Cook and Kane Counties, Illinois pursuant to Section 33.13(H) of the Village Code.

<u>SECTION 3</u>: Executive Orders. That the Village President is authorized to exercise, by executive order, such powers of the Village President and Board of Trustees as the Village President deems reasonably necessary to allow the Village to respond to the emergency.

<u>SECTION 4</u>: Procedures, Protocols and Regulations Subject to Suspension. That the Village Administrator shall present requests to the Village President for approval of executive orders described in Section 3 above. Executive orders may address any Village regulations reasonably necessary to allow the Village to respond to the emergency.

**SECTION 5**: Duration. That the state of emergency declared herein shall expire upon the earlier of (a) the adjournment of the next regular meeting of the Village President and Board of Trustees, which is scheduled for June 15, 2020, or (b) withdrawal of this Declaration by the Village President.

<u>SECTION 6</u>: Filing. That this declaration shall be filed with the Village Clerk upon its execution by the Village President.

Lael Miller, Village President

Subscribed and sworn to before me this  $I_{Q}^{2}$  day of June, 2020.

Notary Public OFFICIAL SEAL JESSICA MARINOS NOTARY PUBLIC, STATE OF ILLINOIS MC HENRY COUNTY MY COMMISSION EXPIRES 12/17/2022

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## EXHIBIT B

## **EXECUTIVE ORDER 20-5**

(attached)

#### **EXECUTIVE ORDER NO. 20-5**

#### EXECUTIVE ORDER REGARDING SALES AND DELIVERIES OF "TO GO" COCKTAILS AND MIXED DRINKS IN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS (COVID-19 – JUNE 12, 2020)

**WHEREAS**, the Village of East Dundee ("Village") is a home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook and Kane Counties; and

**WHEREAS**, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and

WHEREAS, on June 12, 2020, the Village President declared a state of emergency in the Village in Declaration 20-4, entitled "Declaration of a Continued State of Emergency in the Village of East Dundee, Cook and Kane Counties, Illinois (COVID-19 – June 8, 2020)" ("Declaration"); and

**WHEREAS**, the Declaration was made pursuant to authority granted to the Village President in Section 33.13(H) of the Village of East Dundee Village Code and pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

**WHEREAS**, the Village President has determined that it is necessary to make this Executive Order to best protect the public's health, safety and welfare regarding the COVID-19 pandemic;

**NOW, THEREFORE, BE IT ORDERED,** by the Village President of the Village of East Dundee, Cook and Kane Counties, Illinois:

**<u>SECTION 1</u>**: Incorporation. That the recitals above shall be and are incorporated in this Section 1 as if restated herein.

**SECTION 2:** Executive Order. That limited sales and deliveries of "to go" cocktails and mixed drinks is permitted in the Village as set forth in, and to the extent allowed in, the "Sales and Delivery of "To Go" Mixed Drinks Regulations" attached hereto as **EXHIBIT A** and made a part hereof ("Mixed Drinks Regulations").

**SECTION 3**: Intent; No Vested Rights. That the intent of this Executive Order is to provide limited relief from the cocktails and mixed drinks sales and delivery requirements in the Village of East Dundee Village Code and this Executive Order shall be interpreted to implement this intent. This Executive Order grants no vested rights and

no person or entity shall have any claim to vested rights in any relief granted in this Executive Order.

**SECTION 4:** Duration. That this Executive Order shall expire upon the earlier of (a) the Declaration ending or (b) withdrawal of this Executive Order by the Village President.

Lael Miller, Village President

Date: June 12, 2020

## **EXHIBIT A**

## **MIXED DRINKS REGULATIONS**

(attached)

.

Holders of Class A, E and I liquor licenses issued by the Village of East Dundee ("Village") may sell and deliver "cocktails" or "mixed drinks," as defined in 235 ILCS 5/6-28.8, on a "to go" basis, subject to the following requirements:

1. Sales and deliveries shall comply with the requirements of the Village of East Village Code, except as allowed in 235 ILCS 5/6-28.8, a copy of which is attached hereto and made a part hereof.

2. Sales and deliveries shall comply with 235 ILCS 5/6-28.8.

#### Public Act 101-631

#### 235 ILCS 5/6-28.8. Delivery and carry out of mixed drinks permitted.

(a) In this Section:

"Cocktail" or "mixed drink" means any beverage obtained by combining ingredients alcoholic in nature, whether brewed, fermented, or distilled, with ingredients non-alcoholic in nature, such as fruit juice, lemonade, cream, or a carbonated beverage.

"Original container" means, for the purposes of this Section only, a container that is filled, sealed, and secured by a retail licensee's employee at the retail licensee's location with a tamper-evident lid or cap.

"Sealed container" means a rigid container that contains a mixed drink, is new, has never been used, has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and is tamper-evident. "Sealed container" does not include a container with a lid with sipping holes or openings for straws or a container made of plastic, paper, or polystyrene foam.

"Tamper-evident" means a lid or cap that has been sealed with tamper-evident covers, including, but not limited to, wax dip or heat shrink wrap.

(b) A cocktail or mixed drink placed in a sealed container by a retail licensee at the retail licensee's location may be transferred and sold for off-premises consumption if the following requirements are met:

(1) the cocktail is transferred within the licensed premises, by a curbside pickup, or by delivery by an employee of the retail licensee who:

(A) has been trained in accordance with Section 6-27.1 at the time of the sale;

(B) is at least 21 years of age; and

(C) upon delivery, verifies the age of the person to whom the cocktail is being delivered;

(2) if the employee delivering the cocktail is not able to safely verify a person's age or level of intoxication upon delivery, the employee shall cancel the sale of alcohol and return the product to the retail license holder;

(3) the sealed container is placed in the trunk of the vehicle or if there is no trunk, in the vehicle's rear compartment that is not readily accessible to the passenger area; (4) the sealed container shall be affixed with a label or tag that contains the following information:

(A) the cocktail or mixed drink ingredients, type, and name of the alcohol;

(B) the name, license number, and address of the retail licensee that filled the original container and sold the product;

(C) the volume of the cocktail or mixed drink in the sealed container; and

(D) the sealed container was filled less than 7 days before the date of sale.

(c) Third-party delivery services are not permitted to deliver cocktails and mixed drinks under this Section.

(d) If there is an executive order of the Governor in effect during a disaster, the employee delivering the mixed drink or cocktail must comply with any requirements of that executive order, including, but not limited to, wearing gloves and a mask and maintaining distancing requirements when interacting with the public.

(e) Delivery or carry out of a cocktail or mixed drink is prohibited if:

(1) a third party delivers the cocktail or mixed drink;

(2) a container of a mixed drink or cocktail is not tamper-evident and sealed;

(3) a container of a mixed drink or cocktail is transported in the passenger area of a vehicle;

(4) a mixed drink or cocktail is delivered by a person or to a person who is under the age of 21; or

(5) the person delivering a mixed drink or cocktail fails to verify the age of the person to whom the mixed drink or cocktail is being delivered.

(f) Violations of this Section shall be subject to any applicable penalties, including, but not limited to, the penalties specified under Section 11-502 of the Illinois Vehicle Code.

(f-5) This Section is not intended to prohibit or preempt the ability of a brew pub, tap room, or distilling pub to continue to temporarily deliver alcoholic liquor pursuant to

guidance issued by the State Commission on March 19, 2020 entitled "Illinois Liquor Control Commission, COVID-19 Related Actions, Guidance on Temporary Delivery of Alcoholic Liquor". This Section shall only grant authorization to holders of State of Illinois retail liquor licenses but not to licensees that simultaneously hold any licensure or privilege to manufacture alcoholic liquors within or outside of the State of Illinois.

(g) This Section is not a denial or limitation of home rule powers and functions under Section 6 of Article VII of the Illinois Constitution.

(h) This Section is repealed one year after the effective date of this amendatory Act of the 101st General Assembly[, which is June 6, 2020].

	VILLAGE OF	F EAST DUNDEE BOARD I For Meeting Dated 06-15-20 FY2020-202			List #241
Vendor	Invoice	Description	Inv. Date	Due Date	Amount
BIG TIME P	PPE, LLC				
	Invoice: 1019	COVID 19 - KN95 MASK 01-12-6010.1 COVID 19 - KN95 M	05/21/20 \$1,625.00	06/15/20	\$1,625.00
Vendor	r Total for: BIG TIME PPE, LLC	(Fiscal YTD Pa	ayments: \$.00)		\$1,625.00

List #241 Amount

GENERAL FUND	\$1,625.00
Grand Total:	\$1,625.00
Total Vendors:	1
TOTAL FOR REGULAR CHECKS:	.00
TOTAL FOR DIRECT PAY VENDORS:	1625.00

	VILLAGE O	F EAST DUNDEE BOARD L For Meeting Dated 06-15-20 FY2020-202	ISTING		List #242
endor	Invoice	Description	Inv. Date	Due Date	Amount
ACE HARD	WARE				
	Invoice: 053120	SUPPLIES 01-31-5630 SUPPLIES 01-12-6010.1 COVID 19 - SUPPLI 60-33-5110 SUPPLIES	05/31/20 \$58.32 \$66.91 \$69.98	06/15/20	\$195.21
Vendor	r Total for: ACE HARDWARE	(Fiscal YTD Pa	ayments: \$80.03)		\$195.21
AT&T					
	Invoice: 847426815605-1	MONTHLY SERVICE 60-33-5320 MONTHLY SERVICE 01-12-5320 MONTHLY SERVICE	04/26/20 \$200.39 \$201.04	06/15/20	\$401.43
Vendor	r Total for: AT&T	(Fiscal YTD Pa	ayments: \$439.71)		\$401.43
B & F CONS	STRUCTION CODE SERVICES, INC				
	Invoice: 12814	MAY 2020 INSPECTIONS 01-25-5290 MAY 2020 INSPECTI	06/05/20 \$180.00	06/15/20	\$180.00
Vendor	r Total for: B & F CONSTRUCTION	CODE SERVICES, INC. (Fiscal YTD Pa	ayments: \$335.00)		\$180.00
CENTURY	SPRINGS				
	Invoice: 2481233	WWTP WATER 60-33-5630 WWTP WATER	05/26/20 \$20.00	06/15/20	\$20.00
	Invoice: 2484160	EDPD COOLER RENTAL 01-21-5630 EDPD COOLER RENTA	05/29/20 \$28.50	06/15/20	\$28.50
Vendor	r Total for: CENTURY SPRINGS	(Fiscal YTD Pa	ayments: \$290.00)		\$48.50
CHICAGO (	COMMUNICATIONS LLC				
	Invoice: 318836	Maint. Equip Mob. Port. Radio Srv 01-21-5130 Maint. Equip Mo	04/08/20 \$819.00	06/15/20	\$819.00
Vendor	r Total for: CHICAGO COMMUNICA	ATIONS LLC (Fiscal YTD Pa	ayments: \$.00)		\$819.00
COMCAST	BUSINESS				
	Invoice: 052620	MONTHLY SERVICE 60-33-5320 MONTHLY SERVICE 01-31-5320 MONTHLY SERVICE	05/26/20 \$530.43 \$84.08	06/15/20	\$614.51
Vendor	r Total for: COMCAST BUSINESS	(Fiscal YTD Pa	ayments: \$2,509.59)		\$614.51

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VILLAGE OF	EAST DUNDEE BOAR For Meeting Dated 06-15-20 FY202	<b>XD LISTING</b> 20-2021		List #242
endor Invoice	Description	Inv. Date	Due Date	Amount
DAILY HERALD				
Invoice: 148208	PUBLIC HEARING NOTICES 85-01-2025 PH 509 MAXWELTON 85-01-2394 PH - ALT/CAT	05/23/20 \$56.35 \$230.00	06/15/20	\$286.35
Vendor Total for: DAILY HERALD	(Fiscal Y	TD Payments: \$420.90)		\$286.35
DOEDERLEIN, DELORIS				
Invoice: 061120	PARKING LOT RENT 01-25-5530 LEAST 01-25-5530 RENT	06/11/20 \$10,044.99 \$1,500.00	06/15/20	\$11,544.99
Vendor Total for: DOEDERLEIN, DELORIS	(Fiscal Y	TD Payments: \$.00)		\$11,544.99
DUNDEE FORD				
Invoice: 4016356	EDPD 01-21-5120 EDPD	05/15/20 \$59.05	06/15/20	\$59.05
Invoice: 826850	EDPD 01-21-5120 EDPD	05/18/20 \$2,210.78	06/15/20	\$2,210.78
Vendor Total for: DUNDEE FORD	(Fiscal Y	YTD Payments: \$1,909.54)		\$2,269.83
DUNDEE NAPA AUTO PARTS				
Invoice: 346997	PW TRUCK 21 60-33-5120 PW TRUCK 21	05/28/20 \$42.00	06/15/20	\$42.00
Invoice: 346998	PW TRUCK 21 60-33-5120 PW TRUCK 21	05/28/20 \$68.50	06/15/20	\$68.50
Invoice: 347131	COVID 19 GLOVES/BATTERIES 01-12-6010.1 COVID 19 GLOVES 01-31-5630 BATTERIES		06/15/20	\$35.17
Invoice: 347307	PW TRUCK 21 60-33-5120 PW TRUCK 21	06/01/20 \$5.96	06/15/20	\$5.96
Invoice: 347756	PW SHOP 01-31-5630 PW SHOP	06/05/20 \$39.40	06/15/20	\$39.40
Vendor Total for: DUNDEE NAPA AUTO PA	RTS (Fiscal Y	TD Payments: \$3.46)		\$191.03
EDER, CASELLA & CO.				
Invoice: 35456	MAY 2020 PAYROLL 01-12-5285 MAY 2020 PAYROLL 01-14-5285 MAY 2020 PAYROLL 01-25-5285 MAY 2020 PAYROLL	05/31/20 \$115.11 \$86.31 \$57.55	06/15/20	\$900.00

# VILLAGE OF EAST DUNDEE BOARD LISTING

	VILLAGE O	For Meeting Dated 0	5-15-20 FY2020-20	21		List #242
endor	Invoice	De	escription	Inv. Date	Due Date	Amount
		01-21-5285 MAY 2020 P. 01-31-5285 MAY 2020 P. 60-33-5285 MAY 2020 P.	AYROLL	\$470.27 \$87.46 \$83.30		
Vendor 7	Total for: EDER, CASELLA & CO.		(Fiscal YTD F	Payments: \$1,700.00)		\$900.00
GALLS, AN A	ARAMARK COMPANY					
	Invoice: 015642753	EDPD UNIFORM 01-21-5080 EDPD UNIFO	DRM	05/12/20 \$93.00	06/15/20	\$93.00
Vendor 7	Total for: GALLS, AN ARAMARK	COMPANY	(Fiscal YTD F	Payments: \$.00)		\$93.00
GARDINER K	KOCH WEISBERG & WRONA					
	Invoice: 147854	MAY 2020 PROF SE 01-12-5230 MAY 2020 PI	RVICES ROF SER	06/09/20 \$704.00	06/15/20	\$704.00
Vendor	Total for: GARDINER KOCH WEI	SBERG & WRONA	(Fiscal YTD F	Payments: \$702.40)		\$704.00
GRAINGER, I	INC.					
	Invoice: 9548788372	LABEL NEW BARR 01-31-5630 LABEL NEW	ICADES BARRICA	06/02/20 \$46.25	06/15/20	\$46.25
Vendor	Total for: GRAINGER, INC.		(Fiscal YTD F	Payments: \$335.70)		\$46.25
HAWKINS, II	NC.					
	Invoice: 4717103	CHEMICALS 60-33-5650 CHEMICALS		05/18/20 \$1,034.33	06/15/20	\$1,034.33
	Invoice: 4722520	CHEMICALS 60-33-5650 CHEMICALS		05/26/20 \$1,305.36	06/15/20	\$1,305.36
	Invoice: 4724018	FERRIC CHLORIDE 60-33-5650.1 FERRIC CH		05/26/20 \$703.97	06/15/20	\$703.97
Vendor 7	Total for: HAWKINS, INC.		(Fiscal YTD F	Payments: \$4,273.67)		\$3,043.66
HEINZ, GERA	ALD & ASSOC.					
·	Invoice: 19365	MAY 2020 SERVICI 01-12-5520 MAY 2020 SI		06/03/20 \$849.00	06/15/20	\$849.00
	Invoice: 19366	MAY 2020 SERVICE 85-01-2391 MAY 2020 SI	ES	\$649.00 06/03/20 \$525.00	06/15/20	\$525.00
	Invoice: 19367	MAY 2020 SERVICI 85-01-2381.5 MAY 2020	ES	\$323.00 06/03/20 \$825.00	06/15/20	\$825.00
	Invoice: 19368	MAY 2020 SERVICE		\$825.00 06/03/20	06/15/20	\$150.00

VILL	AGE OF EAST DUNDEE BOAR For Meeting Dated 06-15-20 FY20	20-2021		List #242
ndor Invoice	Description	Inv. Date	Due Date	Amount
	01-01-1124 MAY 2020 SERVICES	\$150.00		
Invoice: 19369	MAY 2020 SERVICES 85-01-2394 MAY 2020 SERVICES	06/03/20 \$9,876.00	06/15/20	\$9,876.00
Invoice: 19370	MAY 2020 SERVICES 85-01-2394 MAY 2020 SERVICES	06/03/20 \$225.00	06/15/20	\$225.00
Invoice: 19371	MAY 2020 SERVICES 01-12-5220 MAY 2020 SERVICES	06/03/20 \$300.00	06/15/20	\$300.00
Vendor Total for: HEINZ, GERA	ALD & ASSOC. (Fiscal Y	TD Payments: \$18,061.50)		\$12,750.00
HUGHES ENVIRONMENTAL CON	SULTING			
Invoice: 1018	CLASS 1 WW OPERATOR 60-33-5290 CLASS 1 WW OPERAT	05/31/20 \$5,137.50	06/15/20	\$5,137.50
Vendor Total for: HUGHES EN	VIRONMENTAL CONSULTING (Fiscal Y	(TD Payments: \$5,025.00)		\$5,137.50
ILLINOIS RURAL WATER ASSOCI	ATION			
Invoice: 28585	MEMBERSHIP 2020-2021 60-33-5410 MEMBERSHIP 20-21	05/20/20 \$479.20	06/15/20	\$479.20
Vendor Total for: ILLINOIS RU	RAL WATER ASSOCIATION (Fiscal Y	TD Payments: \$.00)		\$479.20
IMPACT NETWORKING				
Invoice: 1805879	MAINT CONTRACT/OVERAGES 01-14-5340 OVERAGES 01-25-5340 OVERAGES 01-12-5340 OVERAGES 01-14-5340 MAINT CONTRACT 01-12-5340 MAINT CONTRACT 01-25-5340 MAINT CONTRACT 01-21-5340 MAINT CONTRACT 01-37-5340 MAINT CONTRACT 60-33-5340 MAINT CONTRACT 01-31-5340 MAINT CONTRACT	S 06/03/20 \$42.33 \$42.33 \$42.31 \$338.44 \$672.45 \$296.44 \$212.94 \$212.94 \$212.94 \$482.11 \$240.69	06/15/20	\$2,582.98
Vendor Total for: IMPACT NET	WORKING (Fiscal Y	TD Payments: \$.00)		\$2,582.98
KELLENBERGER PLUMBING & U	NDERGROUND, INC			
Invoice: 2020-SRVC		06/09/20 \$1,660.00	06/15/20	\$1,660.00
Vendor Total for: KELLENBER	GER PLUMBING & UNDERGROUND, INC(Fiscal Y	TD Payments: \$.00)		\$1,660.00

VILLAG	E OF EAST DUNDEE BOARD L For Meeting Dated 06-15-20 FY2020-202	ISTING		List #242
endor Invoice	Description	Inv. Date	Due Date	Amount
KLEIN, THORPE AND JENKINS, LTD				
Invoice: 210754-765	MAY 2020 SERVICES 01-12-5230 PROF SERV 01-21-5230 POLICE 35-01-5230 PRAIRIE LAKES TIF 38-01-5230 DUNDEE CROSS TIF 39-01-5230 DOWNTOWN TIF 36-01-5230 CHRISTINA DRIVE T 42-01-5230 RT 68 W TIF 46-01-5230 RTE 25 TIF 47-01-5230 COOK COUNTY TIF 56-01-5230 PENNY AVE TIF 01-12-6010.1 COVID 19 85-01-2381 SPEEDWAY 85-01-2394 ALT/CAT 01-01-1124 PAL LAND	$\begin{array}{c} 06/09/20\\ \$1,740.00\\ \$1,067.00\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.25\\ \$74.26\\ \$74.25\\ \$74.26\\ \$74.25\\ \$74.26\\$	06/15/20	\$10,807.00
Vendor Total for: KLEIN, THORPE	AND JENKINS, LTD (Fiscal YTD Pa	ayments: \$36,321.13)		\$10,807.00
MCGINTY BROS., INC				
Invoice: 208010	MITE CONRTROL 01-31-5110 VILLAGE CHRISTMAS	06/04/20 \$129.00	06/15/20	\$129.00
Invoice: 209963	SPRING LEAF DISEASE CONTROL 01-31-5110 SPRING LEAF DISEA	06/04/20 \$129.00	06/15/20	\$129.00
Invoice: 210492	WEED AND FERTILIZATION 01-31-5110 WEED AND FERTILIZ	06/03/20 \$170.00	06/15/20	\$170.00
Vendor Total for: MCGINTY BROS.	, INC (Fiscal YTD Pa	ayments: \$529.00)		\$428.00
MIDWEST SALT				
Invoice: P451986	SOFTNER SALT 60-33-5650 SOFTNER SALT	06/08/20 \$2,820.95	06/15/20	\$2,820.95
Vendor Total for: MIDWEST SALT	(Fiscal YTD Pa	ayments: \$2,789.90)		\$2,820.95
NICOR GAS				
Invoice: 042820 1	MONTHLY SERVICE 60-33-5510 MONTHLY SERVICE 01-31-5510 MONTHLY SERVICE	04/28/20 \$625.10 \$128.44	06/15/20	\$753.54
Vendor Total for: NICOR GAS	(Fiscal YTD Pa	ayments: \$2,038.96)		\$753.54

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## VILLAGE OF EAST DUNDEE BOARD LISTING

For Meeting Dated 06-15-20 FY2020-2021 List #242 Invoice Description **Due Date** Vendor Inv. Date Amount P.F. PETTIBONE **BADGE/ID WALLET** Invoice: 178681 05/13/20 06/15/20 \$50.85 01-21-5630 BADGE/ID WALLET \$50.85 Vendor Total for: P.F. PETTIBONE (Fiscal YTD Payments: \$.00) \$50.85 PDC LABORATORIES, INC WATER TESTING 05/01/20 06/15/20 Invoice: I9417723 \$130.00 60-33-5290 WATER TESTING \$130.00 Invoice: I9417724 WW TESTING 05/01/20 \$737.50 06/15/20 60-33-5290 WW TESTING \$737.50 (Fiscal YTD Payments: \$1,640.25) Vendor Total for: PDC LABORATORIES, INC \$867.50 **OUAD COM 9-1-1** JUNE 2020 RADIO DISPATCH 01-21-5360 JUNE2020 RADIO DI Invoice: 20-EDPD-6 06/05/20 06/15/20 \$15,697.92 \$15.697.92 Vendor Total for: OUAD COM 9-1-1 (Fiscal YTD Payments: \$15,697.92) \$15,697.92 STAN'S LPS MIDWEST **DEPOT COPIER - BW/COLOR PAGES** Invoice: 353611 06/04/20 06/15/20 \$10.55 01-37-5340 DEPOT COPIER - BW \$10.55 Vendor Total for: STAN'S LPS MIDWEST (Fiscal YTD Payments: \$.00) \$10.55 STAPLES ADVANTAGE Invoice: 8058495386 POLICE SUPPLIES 05/23/20 06/15/20 \$51.10 01-21-5610 POLICE SUPPLIES \$51.10 (Fiscal YTD Payments: \$76.58) Vendor Total for: STAPLES ADVANTAGE \$51.10 STEPHEN D. TOUSEY LAW OFFICES Invoice: 060220 **PROSECUTION JUNE 2020** 05/29/20 06/15/20 \$750.00 01-21-5230 JUNE 20 PROSECUTI \$750.00 Vendor Total for: STEPHEN D. TOUSEY LAW OFFICES (Fiscal YTD Payments: \$.00) \$750.00 STREICHER'S Invoice: I1435364 OC SPRAY 06/10/20 06/15/20 \$309.94 01-21-5630 OC SPRAY (6) \$309.94

## VILLAGE OF EAST DUNDEE BOARD LISTING

		For Meeting Dated 06-15-20 FY2020-202	1		List #242
Vendor	Invoice	Description	Inv. Date	Due Date	Amount
Vendor	Total for: STREICHER'S	(Fiscal YTD Pa	yments: \$.00)		\$309.94
SYNAGRO	CENTRAL, LLC				
	Invoice: 14936	LAND APPLICATION BIO SOLIDS 60-33-5287 LAND APPLICATION	05/31/20 \$1,804.20	06/15/20	\$1,804.20
Vendor	Total for: SYNAGRO CENTRAL, LLC	(Fiscal YTD Pa	yments: \$.00)		\$1,804.20
TLO LLC					
	Invoice: 050120	MAY 2020 DUES 01-21-5410 MAY 2020 DUES	05/30/20 \$50.00	06/15/20	\$50.00
Vendor	Total for: TLO LLC	(Fiscal YTD Pa	yments: \$50.00)		\$50.00
TRAFFIC CO	ONTROL & PROTECT				
	Invoice: 104151	NEW BARRICADES 01-31-5630 NEW BARRICADES	06/02/20 \$726.25	06/15/20	\$726.25
Vendor	Total for: TRAFFIC CONTROL & PROT	TECT (Fiscal YTD Pa	yments: \$.00)		\$726.25
US BANK					
	Invoice: 0382 MG 0525	MONTHLY CHARGES 01-21-5410 AMAZON PRIME MEMB 01-21-5630 CRIME SCENE TAPE	05/25/20 \$119.00 \$233.04	06/15/20	\$501.93
	Invoice: 0382 MG 0525 Invoice: 4356 JJ 0525	01-21-5410 AMAZON PRIME MEMB 01-21-5630 CRIME SCENE TAPE 01-21-5610.1 HP COLOR PRINTER MONTHLY CHARGES 01-12-5410 CHIC TRIB E SUB 01-37-5410 MAILCHIMP 01-12-6010.1 COVID 19 ZOOM MEM	\$119.00 \$233.04 \$149.89 05/25/20 \$27.72 \$37.18 \$14.99	06/15/20 06/15/20	\$501.93 \$3,339.81
		01-21-5410 AMAZON PRIME MEMB 01-21-5630 CRIME SCENE TAPE 01-21-5610.1 HP COLOR PRINTER MONTHLY CHARGES 01-12-5410 CHIC TRIB E SUB 01-37-5410 MAILCHIMP 01-12-6010.1 COVID 19 ZOOM MEM 01-12-6010.1 COVID 19 - HAND S APPLE ICLOUD	119.00 233.04 149.89 05/25/20 27.72 37.18 14.99 3,259.92 05/25/20		
	Invoice: 4356 JJ 0525	01-21-5410 AMAZON PRIME MEMB 01-21-5630 CRIME SCENE TAPE 01-21-5610.1 HP COLOR PRINTER MONTHLY CHARGES 01-12-5410 CHIC TRIB E SUB 01-37-5410 MAILCHIMP 01-12-6010.1 COVID 19 ZOOM MEM 01-12-6010.1 COVID 19 - HAND S APPLE ICLOUD 01-31-5320 APPLE ICLOUD MONTHLY CHARGES	119.00 233.04 149.89 05/25/20 27.72 37.18 14.99 3,259.92 05/25/20 99 05/25/20	06/15/20	\$3,339.81
	Invoice: 4356 JJ 0525 Invoice: 4372 PC 0525	01-21-5410 AMAZON PRIME MEMB 01-21-5630 CRIME SCENE TAPE 01-21-5610.1 HP COLOR PRINTER MONTHLY CHARGES 01-12-5410 CHIC TRIB E SUB 01-37-5410 MAILCHIMP 01-12-6010.1 COVID 19 ZOOM MEM 01-12-6010.1 COVID 19 - HAND S APPLE ICLOUD 01-31-5320 APPLE ICLOUD MONTHLY CHARGES 01-21-5610.1 CHARGING CORDS FO FBI LEED TRAINING REFUND	\$119.00 \$233.04 \$149.89 05/25/20 \$27.72 \$37.18 \$14.99 \$3,259.92 05/25/20 \$.99 05/25/20 \$147.62 05/25/20	06/15/20 06/15/20	\$3,339.81 \$.99
	Invoice: 4356 JJ 0525 Invoice: 4372 PC 0525 Invoice: 5082 AR 0525	01-21-5410 AMAZON PRIME MEMB 01-21-5630 CRIME SCENE TAPE 01-21-5610.1 HP COLOR PRINTER MONTHLY CHARGES 01-12-5410 CHIC TRIB E SUB 01-37-5410 MAILCHIMP 01-12-6010.1 COVID 19 ZOOM MEM 01-12-6010.1 COVID 19 - HAND S APPLE ICLOUD 01-31-5320 APPLE ICLOUD MONTHLY CHARGES 01-21-5610.1 CHARGING CORDS FO	\$119.00 \$233.04 \$149.89 05/25/20 \$27.72 \$37.18 \$14.99 \$3,259.92 05/25/20 \$.99 05/25/20 \$147.62	06/15/20 06/15/20 06/15/20	\$3,339.81 \$.99 \$147.62

	VILLAGE OF	EAST DUNDEE BC For Meeting Dated 06-15-20	DARD LIST	ING		List #242
Vendor	Invoice	Descripti		Inv. Date	Due Date	Amount
		01-12-5410 AMAZON PRIME ME 01-12-5410 XM SIRIUS RADIO	EMB	\$12.99 \$13.34		
Vendor T	otal for: US BANK	(F	Fiscal YTD Payments	s: \$5,079.65)		\$3,403.11
US BANK EQU	UIPMENT FINANCE					
	Invoice: 413671579	COPIER LEASE 01-37-5630 COPIER LEASE 01-21-5130 COPIER LEASE		05/29/20 \$68.29 \$159.33	06/15/20	\$227.62
Vendor T	otal for: US BANK EQUIPMENT FI	NANCE (F	Fiscal YTD Payments	s: \$.00)		\$227.62
USA BLUEBO	OK					
	Invoice: 255641	WATER LAB SUPPLIES 60-33-5630 WATER LAB SUPPLI	Е	06/03/20 \$249.90	06/15/20	\$249.90
Vendor T	otal for: USA BLUEBOOK	(F	Fiscal YTD Payments	s: \$851.88)		\$249.90
VANDEWALL	LE AND ASSOCIATES					
	Invoice: 202005067	ALT CAT TIF 85-01-2394 ALT CAT TIF AMEDI 85-01-2394 ALT CAT TIF CREAT		05/19/20 \$2,173.75 \$640.00	06/15/20	\$2,813.75
Vendor T	otal for: VANDEWALLE AND ASS	OCIATES (F	Fiscal YTD Payments	s: \$.00)		\$2,813.75
VCNA PRAIRI	E ILLINOIS BUILDING MATERIA	L				
	Invoice: 889548492	CONCRETE STORM SEWI 01-31-5140 CONCRETE STORM	ER REPAIR Se	05/28/20 \$355.30	06/15/20	\$355.30
Vendor T	otal for: VCNA PRAIRIE ILLINOIS	BUILDING MATERIAL (F	Fiscal YTD Payments	s: \$.00)		\$355.30
WALMART C	OMMUNITY BRC POLICE					
	Invoice: 060320	COVID 19 - SUPPLIES/POS 01-12-6010.1 COVID 19 - POSTE	TER R	06/03/20 \$19.80	06/15/20	\$19.80
Vendor T	otal for: WALMART COMMUNITY	BRC POLICE (F	Fiscal YTD Payments	s: \$.00)		\$19.80
WELCH BROT	THERS, INC.					
	Invoice: 3087521	4TH/RAILROAD STORM S 01-31-5140 4TH/RAILROAD STO	EWER REPAIR	06/03/20	06/15/20	\$24.50
	Invoice: 3087719	4TH/RAILROAD STORM S		\$24.50 06/04/20	06/15/20	\$550.00

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	VILLAGE OF I	EAST DUNDEE BOARD LIST For Meeting Dated 06-15-20 FY2020-2021	ГING		List #242
Vendor	Invoice	Description	Inv. Date	Due Date	Amount
		01-31-5140 4TH/RAILROAD STOR	\$550.00		<b>A- / A</b>
	Invoice: 3087720	4TH/RAILROAD STORM SEWER REPAIR 01-31-5140 4TH/RAILROAD STOR	06/04/20 \$74.20	06/15/20	\$74.20
Vendor	Total for: WELCH BROTHERS, INC.	(Fiscal YTD Paymer	nts: \$.00)		\$648.70
WEST DUN	DEE, VILLAGE OF				
	Invoice: 2008	MAY/JUNE/JULY 2020 IT SERVICES 01-12-5286 MAY/JUNE/JULY 202	06/01/20 \$1,200.00	06/15/20	\$10,000.00
		01-14-5286 MAY/JUNE/JULY 202	\$400.00		
		01-21-5286 MAY/JUNE/JULY 202	\$5,000.00		
		01-25-5286 MAY/JUNE/JULY 202	\$500.00		
		01-31-5286 MAY/JUNE/JULY 202	\$1,000.00		
		60-33-5286 MAY/JUNE/JULY 202	\$1,900.00		
Vendor	Total for: WEST DUNDEE, VILLAGE	OF (Fiscal YTD Paymer	nts: \$9,437.50)		\$10,000.00

List #242 Amount

GENERAL FUND	\$58,051.67
PRAIRIE LAKES TIF IMPROVMNT FUND	\$74.25
CHRISTINA DRIVE TIF FUND	\$74.25
DUNDEE CROSSINGS TIF FUND	\$74.25
DOWNTOWN REDEVELOPMENT TIF	\$74.25
ROUTE 68 WEST TIF FUND	\$74.25
Route 25 TIF Fund	\$74.25
North Cook County TIF	\$74.25
PENNY AVE TIF	\$74.25
WATER OPERATING FUND	\$18,456.65
ESCROW/DEPOSIT FUND	\$19,691.10
Grand Total:	\$96,793.42
Total Vendors:	42
TOTAL FOR REGULAR CHECKS:	38717.26
TOTAL FOR DIRECT PAY VENDORS:	58076.16

List #242

	Postings from all Ch	A/P Manual Check Posting List eck Registration runs(NR) since la	t ast Check Vouch	er run(NCR)			
endor	Invoice	Description		Check: N	o Date	Reg #	Amount
BLUE CROSS	S BLUE SHIELD						
	Invoice: BCBS 06/22020	BCBS JUNE 2020 01-12-5060 BCBS 06/20 01-14-5060 BCBS 06/20 01-21-5060 BCBS 06/20 01-25-5060 BCBS 06/20 01-31-5060 BCBS 06/20 60-33-5060 BCBS 06/20	\$3,702.80 \$1,570.25 \$17,714.57 \$1,572.57 \$5,498.70 \$8,572.02	110981	06/01/20	853	\$38,630.91
Vendor 7	Total for: BLUE CROSS BLUE SHIEL	D (Fisc	cal YTD Payments	s: \$79,279.96)			\$38,630.9
PRINCIPAL F	FINANCIAL GROUP LIFE INSURAN	CE					
	Invoice: LIFE 06/2020	LIFE INS JUNE 2020 01-14-5060 LIFE INS 06/20 01-21-5060 LIFE INS 06/20 01-25-5060 LIFE INS 06/20 01-31-5060 LIFE INS 06/20 60-33-5060 LIFE INS 06/20	\$33.43 \$314.02 \$28.58 \$83.29 \$139.04	110978	06/01/20	853	\$598.36
Vendor 7							
v chuor i	Total for: PRINCIPAL FINANCIAL GI	ROUP LIFE INSURANCE (Fisc	cal YTD Payments	s: \$1,210.09)			\$598.30
	Total for: PRINCIPAL FINANCIAL GI FINANCIAL GROUP	ROUP LIFE INSURANCE (Fisc	cal YTD Payments	s: \$1,210.09)			\$598.30
		ROUP LIFE INSURANCE (Fisc DENTAL INS JUNE 2020 01-14-5060 DENTAL INS 06/20 01-21-5060 DENTAL INS 06/20 01-25-5060 DENTAL INS 06/20 01-31-5060 DENTAL INS 06/20 60-33-5060 DENTAL INS 06/20	\$67.08 \$951.41 \$98.10 \$366.43 \$538.98	s: \$1,210.09) 110979	06/01/20	853	·
PRINCIPAL F	FINANCIAL GROUP	DENTAL INS JUNE 2020 01-14-5060 DENTAL INS 06/20 01-21-5060 DENTAL INS 06/20 01-25-5060 DENTAL INS 06/20 01-31-5060 DENTAL INS 06/20 60-33-5060 DENTAL INS 06/20	\$67.08 \$951.41 \$98.10 \$366.43	110979	06/01/20	853	\$2,022.00
PRINCIPAL F	FINANCIAL GROUP Invoice: DENTAL 06/2020 Fotal for: PRINCIPAL FINANCIAL GI	DENTAL INS JUNE 2020 01-14-5060 DENTAL INS 06/20 01-21-5060 DENTAL INS 06/20 01-25-5060 DENTAL INS 06/20 01-31-5060 DENTAL INS 06/20 60-33-5060 DENTAL INS 06/20	\$67.08 \$951.41 \$98.10 \$366.43 \$538.98	110979	06/01/20	853	\$2,022.00
PRINCIPAL F	FINANCIAL GROUP Invoice: DENTAL 06/2020 Fotal for: PRINCIPAL FINANCIAL GI	DENTAL INS JUNE 2020 01-14-5060 DENTAL INS 06/20 01-21-5060 DENTAL INS 06/20 01-25-5060 DENTAL INS 06/20 01-31-5060 DENTAL INS 06/20 60-33-5060 DENTAL INS 06/20	\$67.08 \$951.41 \$98.10 \$366.43 \$538.98	110979	06/01/20		\$598.36 \$2,022.00 \$2,022.00 \$219.87

List #242

A/P Manual Check Posting List Postings from all Check Registration runs(NR) since last Check Voucher run(NCR)

#### Amount

GENERAL FUND	\$32,176.40
WATER OPERATING FUND	\$9,294.74
Grand Total:	\$41,471.14
Total Vendors:	4

VILLAGE OF EAST DUNDEE BOARD LISTING For Meeting Dated 06-15-20 FY2019-2020					List #243		
endor	C C			Inv. Date	Due Date	Amount	
COMED							
	Invoice: 042120	MONTHLY SERVICE 28-01-5510 MONTHLY SERV		04/21/20 \$290.20	06/15/20	\$290.20	
Vendor To	tal for: COMED		(Fiscal YTD Payment	s: \$1,436.21)		\$290.20	
CONSTELLATI	ION NEW ENERGY						
	Invoice: 17491745501	MONTHLY SERVICE 01-31-5510 MONTHLY SERV 60-33-5510 MONTHLY SERV		05/30/20 -\$250.02 \$16,082.18	06/15/20	\$15,832.10	
Vendor To	tal for: CONSTELLATION NEW	ENERGY	(Fiscal YTD Payment	s: \$.00)		\$15,832.1	
CORE & MAIN							
	Invoice: 1234275 - 1	RESTOCKING FEE FOR 61-34-5140 RESTOCKING FE	E ITEMS RETURNED	05/01/20 \$99.00	06/15/20	\$99.0	
Vendor To	tal for: CORE & MAIN	(Fiscal YTD Payments: \$.00)			\$99.0		
HUB INTERNA	TIONAL MIDWEST LTD						
	Invoice: 1803483	NOTARY BOND AV 01-21-5630 NOTARY BOND A	AV	03/19/20 \$20.00	06/15/20	\$20.0	
Vendor To	tal for: HUB INTERNATIONAL 1	MIDWEST LTD	(Fiscal YTD Payment	s: \$.00)		\$20.0	
ICE MILLER LI	LP						
	Invoice: 01-2039032	PROFESSIONAL SERVI 01-14-5290 PROFESSIONAL	CES SERV	05/26/20 \$3,389.50	06/15/20	\$3,389.5	
Vendor To	tal for: ICE MILLER LLP		(Fiscal YTD Payment	s: \$.00)		\$3,389.5	
ILL STATE TO	LL HIGHWAY AUTHORITY						
	Invoice: G127000003668	TOLLS - 1/1/20 - 3/31/20 01-21-5440 TOLLS - 1/1/20 -		03/31/20 \$29.42	06/15/20	\$29.42	
Vendor To	tal for: ILL STATE TOLL HIGHV	WAY AUTHORITY	(Fiscal YTD Payment	s: \$.00)		\$29.4	
MCMAHON AS	SSOCIATES INC						
	Invoice: 701774	HILL ST LIFT STATION 61-34-5220 HILL ST LIFT STA	I AT	11/07/19 \$135.00	06/15/20	\$135.0	
	Invoice: 701898	HILL ST LIFT STATION		01/24/20	06/15/20	\$864.6	

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For Meeting Dated 06-15-20 FY2019-2020					
endor	Invoice	Descriptio	on Inv. Date	Due Date	Amount
		61-34-5220 HILL ST LIFT STAT	\$864.60		
Vendor	Total for: MCMAHON ASSOCIATES	INC (Fi	iscal YTD Payments: \$.00)		\$999.60
NIR ROOF C	CARE				
	Invoice: 143810	ROOF LEAK REPAIR 61-34-5110 ROOF LEAK REPAIR	04/30/20 \$1,264.00	06/15/20	\$1,264.00
Vendor	Total for: NIR ROOF CARE	(Fi	iscal YTD Payments: \$1,130.00)		\$1,264.00
PDC LABOR	RATORIES, INC				
	Invoice: I941773	WATER TESTING 60-33-5290 WATER TESTING	04/29/20 \$15.00	06/15/20	\$15.00
	Invoice: I941774	WATER TESTING 60-33-5290 WATER TESTING	04/22/20 \$590.00	06/15/20	\$590.00
Vendor	Total for: PDC LABORATORIES, INC	C (Fi	iscal YTD Payments: \$1,640.25)		\$605.00
SECRETAR	Y OF STATE INDEX DEPARTMENT				
	Invoice: 052620	ILL NOTARY FILING FEE A 01-21-5630 ILL NOTARY FILING	AV 05/26/20 \$10.00	06/15/20	\$10.00
Vendor	Total for: SECRETARY OF STATE IN	NDEX DEPARTMENT (Fi	iscal YTD Payments: \$.00)		\$10.00
WATER PRO	ODUCTS COMPANY-AURORA				
	Invoice: 0293453-1	COMPLETE INVOICE 60-33-5140 COMPLETE INVOICE 60-33-5640 COMPLETE INVOICE		06/15/20	\$40.00
Vendor	Total for: WATER PRODUCTS COM	PANY-AURORA (Fi	iscal YTD Payments: \$.00)		\$40.00

List #243 Amount

GENERAL FUND	\$3,198.90
MOTOR FUEL TAX FUND	\$290.20
WATER OPERATING FUND	\$16,727.18
SEWER OPERATING FUND	\$2,362.60
Grand Total:	\$22,578.88
Total Vendors:	11
TOTAL FOR REGULAR CHECKS:	18544.38
TOTAL FOR DIRECT PAY VENDORS:	4034.50

## VILLAGE OF EAST DUNDEE BOARD LISTING

For Meeting Dated 06-15-20 FY2019-2020 A/P Manual Check Posting List				List #243		
Postings	from all Check Registration ru	ins(NR) since last Check Voi	cher run(NCR)			
endor Invoice	8	Description	Check: N		Reg #	Amount
BLUE CROSS BLUE SHIELD						
Invoice: BCBS 06/2202	0 BCBS JUNE 20 01-12-5060 BCBS 01-14-5060 BCBS 01-21-5060 BCBS 01-25-5060 BCBS 01-31-5060 BCBS 60-33-5060 BCBS	06/20         \$3,702.80           06/20         \$1,570.25           06/20         \$17,714.57           06/20         \$1,572.57           06/20         \$5,498.70	5 7 7	06/01/20	853	\$38,630.9
Vendor Total for: BLUE CROSS E	BLUE SHIELD	(Fiscal YTD Paym	ents: \$79,279.96)			\$38,630.9
PRINCIPAL FINANCIAL GROUP LIFE	E INSURANCE					
Invoice: LIFE 06/2020	LIFE INS JUNE 01-14-5060 LIFE I 01-21-5060 LIFE I 01-25-5060 LIFE I 01-31-5060 LIFE I 60-33-5060 LIFE I	NS 06/20 \$33.43 NS 06/20 \$314.02 NS 06/20 \$28.58 NS 06/20 \$83.29	2 3	06/01/20	853	\$598.3
Vendor Total for: PRINCIPAL FIN	IANCIAL GROUP LIFE INSUR	ANCE (Fiscal YTD Paym	ents: \$1,210.09)			\$598.3
PRINCIPAL FINANCIAL GROUP						
Invoice: DENTAL 06/2	020 DENTAL INS J 01-14-5060 DENT 01-21-5060 DENT 01-25-5060 DENT 01-31-5060 DENT 60-33-5060 DENT	AL INS 06/20         \$67.08           AL INS 06/20         \$951.41           AL INS 06/20         \$98.10           AL INS 06/20         \$98.10           AL INS 06/20         \$366.43	) 3	06/01/20	853	\$2,022.0
Vendor Total for: PRINCIPAL FIN	VANCIAL GROUP	(Fiscal YTD Paym	ents: \$4,528.24)			\$2,022.0
VISION SERVICE PLAN						
Invoice: VSP MAY&JU	JNE 20 VSP MAY & JU 01-12-5060 VSP 0 01-14-5060 VSP 0 01-21-5060 VSP 0	5-06/20 \$23.66 5-06/20 \$3.97 5-06/20 \$103.48	7 3	06/01/20	853	\$219.8
	01-25-5060 VSP 0. 01-31-5060 VSP 0. 60-33-5060 VSP 0.	5-06/20 \$34.88	3			

List #243

A/P Manual Check Posting List Postings from all Check Registration runs(NR) since last Check Voucher run(NCR)

#### Amount

GENERAL FUND	\$32,176.40
WATER OPERATING FUND	\$9,294.74
Grand Total:	\$41,471.14
Total Vendors:	4