



PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, February 6, 2023

6:00 PM

East Dundee Police Station, 2nd Floor Meeting Room
115 E. 3rd Street, East Dundee, IL 60118

1. Call to Order
2. Roll Call – Trustee Sauder
3. Pledge of Allegiance
4. Public Comment
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Regular Village Board Meeting Minutes Dated December 19, 2022](#)
 - b. [Motion to Approve Warrants List in the Amount of \\$364,340.42](#)
 - c. [Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Agreement with EPS Environmental Services, of Chicago, Illinois, to Perform Environmental Testing for the Village of East Dundee in the Amount of \\$33,585](#)
6. Other Agenda Items
 - a. [Discussion and Direction for a Special Event and Depot Rental Application and the Approval of a Class F Special Event Liquor License for Aliano's Ristorante](#)
 - b. [Motion to Approve an Amendment to Ordinance, Title III: Administration, Chapter 36: Administrative Adjudication, Section 36.15: Authorization to Impound, Boot or Tow Motor Vehicle](#)
 - c. [Motion to Approve a Resolution Authorizing a Snow Event Parking Restriction Pilot Program](#)
 - d. [Motion to Approve an Ordinance Amending Title VII \(Traffic Code\), Chapter 70 \(General Provisions\), Section 70.04 \(Amendments\) of the Village of East Dundee Municipal Code Regarding Parking During Snow Events](#)
7. Village President and Board Reports

8. Staff Reports

9. 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 and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.

10. Adjournment

CALL TO ORDER

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

ROLL CALL:

Trustees Kunze, Saviano, Treiber, Brittin, Sauder and President Lynam. Trustee Mahony was absent.

Also in attendance: Village Administrator Erika Storlie, Chief of Police Jim Kruger, Finance and Administrative Services Director Brandiss Martin, Director of Public Works Phil Cotter, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, Attorney Kelly Gandurski and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT: None

CONSENT AGENDA:

- a. **Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Agreement with Hitchcock Design Group to Develop a Riverfront Master Plan for the Village of East Dundee in the Amount of \$62,400**
- b. **Motion to Approve a Resolution Appointing Franco Bottalico as Deputy Village Clerk for the Village of East Dundee, Illinois**

Motion to approve the consent agenda by Kunze/Treiber.

Roll: Ayes – 6 – Trustees Kunze, Saviano, Brittin, Treiber and Sauder. Nays – 0. Absent – 1 - Mahony.
Motion carries.

Trustee Mahony arrived at the meeting at 6:02 p.m.

OTHER AGENDA ITEMS:

- a. **Motion to Approve an Ordinance Granting Variations from Sections 157.147(B)(2), 157.149(B), and 157.140(D) Requiring Off-Street Parking Paving and Required Lighting Illumination Located at 590 Healy Road, East Dundee, IL 60118 (Pin 01-30-300-009-0000) Located in the M-1 Manufacturing District**

Motion to Approve an Ordinance Granting Variations from Section 157.147(B)(2), 157.149(B), and 157.140(D) Requiring Off-Street Parking Paving and Required Lighting Illumination Located at 590 Healy Road, East Dundee, IL 60118 (Pin 01-30-300-009-0000) Located in the M-1 Manufacturing District by Brittin/Mahony.

Discussion:

Administrator Storlie stated that this item was tabled at the last meeting to give the applicant an opportunity to attend and speak to the request. Representatives for the applicant explained the proposed lighting plan for the lot on the north end of the property, which will be access-controlled and gated. Trustee Mahony suggested a condition that gated access be in affect within a couple of months of Heinz Road opening.

Motion to amend the original motion to include the condition that secure gated access to the lot north of Heinz Rd at two access points is functioning within 90 days of Heinz Rd opening by Mahony/Kunze.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Saviano, Brittin, Treiber and Sauder. Nays – 0. Absent – 0.
Motion carries.

Motion to adopt the Ordinance as amended by Brittin/Treiber.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Saviano, Brittin, Treiber and Sauder. Nays – 0. Absent – 0.
Motion carries.

b. Discussion of Elements that should be Incorporated into the Request for Proposals (RFP) for the former Haeger Pottery Site (7 Maiden Lane, East Dundee, IL 60118) that the Village is Purchasing for Redevelopment

Administrator Storlie stated that at the last meeting, the Village Board authorized the purchase of the property and staff is working on drafting the RFP for the property. She asked the Board members what their vision is for this site. President Lynam said that he feels the best use would be for multi-unit residential, however, he has concerns with density and traffic flow. Trustee Saviano agreed and stated that currently, there are traffic issues during rush hour and when school lets out for the day. She is in favor of multi-use units similar to 311 Barrington Avenue. Trustee Kunze voiced concern with one-way streets in the area and how that will impact traffic flow. Trustee Mahony stated that she would like to see high end residentially owned condominiums with some storefronts to expand the retail area. Trustee Brittin added that she would also like to see some green space included. Trustee Sauder suggested that the plan for the property be tied in with the riverfront development project. Administrator Storlie recommended that a Phase 2 environmental audit be conducted once the Village has ownership of the property.

c. Motion to Authorize the Village Administrator to execute a contract with Gerald Heinz & Associates to prepare a Request for Proposals (RFP) for the design and Construction of a Parking Garage in Downtown East Dundee in the Amount of \$21,500

Motion to Authorize the Village Administrator to execute a contract with Gerald Heinz & Associates to prepare a Request for Proposals (RFP) for the design and Construction of a Parking Garage in Downtown East Dundee in the Amount of \$21,500 by Brittin/Mahony.

Discussion:

Trustee Kunze stated that he does not see the value of a parking garage in comparison to a parking lot. He said that the cost is much more significant, and it will not provide many more parking spaces than a surface lot does. Administrator Storlie stated that the RFP will accurately determine how much the parking garage will cost and the amount of parking spaces it will provide.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Saviano, Brittin, Treiber and Sauder. Nays – 0. Absent – 0.
Motion carries.

d. Discussion of Proposed Changes to the Village's On-street Parking Regulations during the Snow Season and/or Snow and Ice Events

Public Works Director Cotter stated that currently, vehicles are prohibited from parking on all village streets after 3 inches or more of snowfall. Staff is proposing an amendment to reduce to 2 inches of snow from 3 inches. He also stated that staff is recommending establishing a parking restriction that allows on-street parking, on one side of the street in designated residential areas only, during snow events with up to two inches snow. After some discussion, there was consensus of the Board to conduct a pilot program beginning in February or March that would restrict parking to one side of the street for streets that are less than 30 feet wide. There was also consensus to prohibit parking after 2 inches or more of snowfall.

e. Motion to Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2023 and Ending December 31, 2023 for the Village of East Dundee, Kane and Cook Counties, Illinois

Motion to Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2023 and Ending December 31, 2023 for the Village of East Dundee, Kane and Cook Counties, Illinois by Mahony/Treiber.

Discussion:

President Lynam voiced his concern about the police pension fund contribution shortage and suggested that the 5% increase be reconsidered for a larger increase. Trustee Brittin stated that she would rather look into other revenue streams to help support the pension fund. Administrator Storlie stated that it will be helpful once the Village's fiscal year is placed on a calendar year because decisions will be able to be made together and it has been hard to make a determination without all of the information.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Saviano, Brittin, Treiber and Sauder. Nays – 0. Absent – 0.
Motion carries.

f. Downtown TIF Extension Update

Administrator Storlie explained that earlier this year, the Village Board authorized a contract to evaluate the option to extend the Downtown TIF. She said the Haeger property will need substantial village assistance to mitigate and there are a few downtown locations not fully developed yet. She said the downtown TIF has approximately 9 years left in its life and the Village is hoping to get a 12 year extension from the state. She advised that the process is complex, but progress is being made. She advised that the consultant recommended expanding the TIF as a whole instead of carving out individual parcels needing redevelopment and creating TIFs for those. That would be the second option if letters of support are not received from all taxing bodies.

g. Motion to Approve a Resolution Accepting Public Improvements Related to the 855 East Main Street Apartments Development

Motion to Approve Ordinances Approving the Issuance of TIF Notes to Pal Land, LLC for Route 25 TIF District (TIF Note No. 10 – \$1,624,932.23) and Christina Drive TIF District (TIF Note No. 8 – \$86,859.87) by Mahony/Brittin.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Saviano, Brittin, Treiber and Sauder. Nays – 0. Absent – 0.
Motion carries.

FINANCIAL REPORTS:

A. Warrants List \$280,161.00

Motion to accept the Warrants List of \$280,161.00 by Brittin/Mahony.

Roll: Ayes – 6 – Trustees Mahony, Kunze, Saviano, Brittin, Treiber and Sauder. Nays – 0. Absent – 0.
Motion carries.

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Reported that he attended the Shop-with-a-Cop event and it was very well run and attended. He also stated that he attended a Metro West Council of Government's meeting that had speakers from the Department of Community Economic Opportunity. He said if there are businesses interested in information for available grant money, to contact him and he will provide the point of contact for this.

Brittin: None

Kunze: Reported that he recently attended a QuadCom meeting but there are no updates to share.

Mahony: Reported that the General Village Committee met last week about The Depot usage and possibly putting out an RFP for staffing or whatever the vision may be for. She advised that the Dundee Township Visitors Center Board has decided to disband as an organization. She also reported that based on the presentation by the Elgin Mall last meeting, she visited their current location and was interested in what she saw. She encouraged the other Board members to visit if they have not already done so.

Sauder: None

Saviano: Reported that the St. Patrick's Day Committee has confirmed events dates for the parade on March 11 and Fireworks on March 17.

Treiber: None

REPORTS: STAFF

Village Administrator: None

Village Attorney: None

Police Chief: None

Public Works Director: Cotter provided a winter weather storm watch advisory update.

Building Inspector: None

Finance Director: None

Village Engineer: None

EXECUTIVE SESSION: None

Motion to adjourn the Regular Village Board meeting to Executive Session at 7:52 p.m. for (c)(21)
Discussion of Minutes, (c)(11) Pending Litigation and (c)(1) Personnel by Brittin/Treiber.

Roll: Ayes – 7 – Trustees Mahony, Kunze, Brittin, Saviano, Treiber, Sauder and President Lynam. Nays – 0.
Absent – 0. Motion carries. Meeting adjourns.

The Village Board will not be taking any action in Executive Session and will therefore, not be returning to the Regular Board Meeting.

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AFLAC					
563399	AFLAC	01/26/2023	677.18		27-01-2215
Total AFLAC:			677.18		
ALTORFER INDUSTRIES					
9254201	SKID STEER LOADER W GRAP	01/30/2023	67,640.00		32-31-5945
Total ALTORFER INDUSTRIES:			67,640.00		
AMERICAN LEGAL PUBLISHING CORPORATION					
23080	CODE UP-DATE	01/31/2023	4,318.47		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			4,318.47		
AMS MECHANICAL SYSTEMS, INC					
9936-3	QTRLY MAINT BILLING	01/25/2023	2,259.50		01-21-5121
Total AMS MECHANICAL SYSTEMS, INC:			2,259.50		
AT&T					
011323	ATT W/S	01/13/2023	513.82		60-33-5320
Total AT&T:			513.82		
BIG SCREENS ON THE GO					
1843 - R	REISSUE LOST CHECK	09/04/2018	750.00		01-37-5290
Total BIG SCREENS ON THE GO:			750.00		
CASSIDY TIRE & SERVICE					
922013914	B&Z NEW TIRES	01/26/2023	515.96		01-25-5120
Total CASSIDY TIRE & SERVICE:			515.96		
COM ED					
011323 - 1	COM ED STREETS	01/13/2023	18.57		28-01-5510
Total COM ED:			18.57		
COMED					
012623	COM ED STREETS	01/26/2023	772.88		28-01-5510
Total COMED:			772.88		
DUNDEE NAPA AUTO PARTS					
426965	RETURN ADHESIVE	10/11/2022	3.39-		01-21-5120
426965	RETURN SPRAY	10/11/2022	12.49-		01-21-5120
436068	FLOOR JACK	01/23/2023	309.99		01-31-5640
Total DUNDEE NAPA AUTO PARTS:			294.11		
DW-SERVANT FUND (EAST DUNDEE) LLC					
1 012523	BDD DUNDEE GATEWA	01/25/2023	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
FRONTLINE PUBLIC SAFETY SOLUTIONS					
17065	FRONTLINE SOFTWARE ANNU	03/14/2023	1,680.00		01-21-5430
Total FRONTLINE PUBLIC SAFETY SOLUTIONS:			1,680.00		
GOLD SHIELD DETECTIVE AGENCY, INC					
2051	DEP CHIEF BG CHECK	01/15/2023	390.00		01-12-5290
Total GOLD SHIELD DETECTIVE AGENCY, INC:			390.00		
GS SYSTEMS, INC AND AFFILIATES					
25365	WIN 611 SUPPORT	01/24/2023	1,600.00		60-33-5290
Total GS SYSTEMS, INC AND AFFILIATES:			1,600.00		
H&H ELECTRIC CO.					
40742	STREET LIGHT MAINT	12/31/2022	313.30		01-31-5150
Total H&H ELECTRIC CO.:			313.30		
HAWKINS, INC.					
6391117	WTP CHEMICALS	01/23/2023	1,599.01		60-33-5650
6389911	WW CHEMICALS	01/17/2023	1,748.82		60-33-5651
Total HAWKINS, INC.:			3,347.83		
HELPING HAND IT					
23-41987	IT SERVICES	01/23/2023	630.00		01-12-5286
23-42189	IT SERVICES	01/27/2023	735.00		01-12-5286
Total HELPING HAND IT:			1,365.00		
ILEAS					
012423	CONFERENCE DEP CH JF	01/24/2023	150.00		01-21-5430
Total ILEAS:			150.00		
ILLINOIS ASSOC OF CHIEFS OF POLICE					
12771	MEMBERSHIP DC JF	01/24/2023	115.00		01-21-5410
12781	ILACP CONFERENCE CH JK	01/27/2023	429.00		01-21-5430
12782	ILACP CONFERENCE DC JF	01/27/2023	429.00		01-21-5430
Total ILLINOIS ASSOC OF CHIEFS OF POLICE:			973.00		
JNL CLIMATE CONTROL INC					
77398-1	VH BOILER SERVICE	01/24/2023	428.00		01-12-5110
Total JNL CLIMATE CONTROL INC:			428.00		
KELLENBERGER PLUMBING & UNDERGROUND, INC					
2023-P1000-3	DEPOT FOUNTAINS	01/25/2023	2,530.50		01-31-5196
Total KELLENBERGER PLUMBING & UNDERGROUND, INC:			2,530.50		
MENARDS - CARPENTERSVILLE					
1627	POLICE EVIDENCE ROOM LIGH	01/17/2023	103.84		01-21-5121

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total MENARDS - CARPENTERSVILLE:			103.84		
MIDWEST SALT					
466380	COARSE SALT	01/23/2023	2,966.24		60-33-5650
Total MIDWEST SALT:			2,966.24		
MOTOROLA SOLUTIONS INC					
8281554469	AUDIO ACCESSORY	01/20/2023	495.12		01-21-5630
Total MOTOROLA SOLUTIONS INC:			495.12		
NICOR GAS					
012423	PD GAS	01/24/2023	2,770.36		01-31-5510
012623	NICOR S/W	01/26/2023	900.50		60-33-5510
Total NICOR GAS:			3,670.86		
P.F. PETTIBONE					
183247	BUSINESS CARDS DEP CH JF	01/17/2023	82.90		01-21-5340
Total P.F. PETTIBONE:			82.90		
PADDOCK PUBLICATIONS, INC					
240934	406-408 BARRINGTON	01/29/2023	301.30		01-12-5330
240544	PZ RESCHEDULED HEARING	01/21/2023	66.70		01-25-5330
240544	INDOOR MALL APP	01/21/2023	73.60		85-01-2030
Total PADDOCK PUBLICATIONS, INC:			441.60		
SCHROEDER ASPHALT SERVICES					
2022-439	4TH STREET IMP	12/19/2022	239,252.52		32-31-6090
Total SCHROEDER ASPHALT SERVICES:			239,252.52		
TRAFFIC CONTROL & PROTECT					
113691	STREET NAME SIGNS	01/27/2023	2,492.50		01-31-5150
Total TRAFFIC CONTROL & PROTECT:			2,492.50		
TRAFFIC LOGIX					
19312	PERM SPEED DISPLAY	01/27/2023	6,263.00		32-21-5940
Total TRAFFIC LOGIX:			6,263.00		
UGSI CHEMICAL FEED					
26625	WW POLYMER MIXING CHAMB	01/26/2023	3,312.83		60-33-5131
Total UGSI CHEMICAL FEED:			3,312.83		
US BANK/VOYAGER FLEET SYSTEMS, INC.					
010823	GAS PW	01/08/2023	1,837.52		01-31-5620
010823	GAS WTR/SWR	01/08/2023	198.18		60-33-5620
Total US BANK/VOYAGER FLEET SYSTEMS, INC.:			2,035.70		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
USA BLUEBOOK					
238360	W LAB SUPPLIES	01/18/2023	679.58		60-33-5630
Total USA BLUEBOOK:			679.58		
UV DOCTOR LAMPS, LLC					
16046	UV BULBS & SLEEVES	01/30/2023	3,239.78		60-33-5131
Total UV DOCTOR LAMPS, LLC:			3,239.78		
VIQ SOLUTIONS, INC					
1041	TRANSCRIPTION SERVICES	01/15/2023	63.51		01-21-5290
Total VIQ SOLUTIONS, INC:			63.51		
WAGEWORKS, INC					
4683790	HEALTHCARE BENEFIT	01/25/2023	170.00		01-12-5060
Total WAGEWORKS, INC:			170.00		
WEX INC					
86573885	FUEL CHARGES PD	01/23/2023	2,873.58		01-21-5620
86573885	FUEL CHARGES B&Z	01/23/2023	2.00		01-25-5620
86573885	FUEL CHARGES PW	01/23/2023	35.37		01-31-5620
86573885	FUEL CHARGES WS	01/23/2023	35.36		60-33-5620
Total WEX INC:			2,946.31		
WILLIAM C ZELSDORF					
011823	DEPOT 1/18-1/22/23	01/29/2023	240.00		01-12-6010
011823	DEPOT 1/25-1/29/23	01/29/2023	240.00		01-12-6010
Total WILLIAM C ZELSDORF:			480.00		
WINZER FRANCHISE COMPANY					
753756	SHOP SUPPLIES	01/24/2023	595.99		01-31-5630
756589	OPERATING SUPPLIES -WASHE	01/25/2023	343.35		60-33-5630
Total WINZER FRANCHISE COMPANY:			939.34		
Grand Totals:			364,340.42		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Approval of a Contract to Conduct an Environmental Property Assessment

Date: February 6, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute an agreement with EPS Environmental Services, Inc (7237 West Devon Avenue, Chicago IL 60631) in the amount of \$33,585 to conduct a Phase 1 Environmental Property Assessment and Subsurface Investigation.

Funding Source:

Downtown TIF Fund #39

Summary:

Village staff is conducting due diligence on the former Haeger facility at 7 Maiden Lane in East Dundee to facilitate moving forward on redevelopment of the property. An environmental assessment conducted by a licensed consultant is the next necessary step. EPS Environmental conducted a Phase I study in 2016 and has provided a competitive quote to update it as well as perform a subsurface investigation.

Attachments:

Resolution

Proposal from EPS Environmental Services, Inc.

RESOLUTION NUMBER ____-23

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT
WITH EPS ENVIRONMENTAL SERVICES, OF CHICAGO, ILLINOIS, TO PERFORM
ENVIRONMENTAL TESTING FOR THE VILLAGE OF EAST DUNDEE IN THE
AMOUNT OF \$33,585**

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, the Village desires to retain the services of EPS Environmental Services Inc. to develop a Phase I & Phase II environmental report;

WHEREAS, the information obtained from the reports will inform future opportunities;

WHEREAS, Village Staff recommends Village Board approve a resolution authorizing the Village Administrator to enter into an agreement with EPS Environmental Services Inc. of Chicago, Illinois to develop a Phase I & Phase II environmental report in the amount \$33,585.

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

SECTION 1: The Village’s corporate authorities approve a resolution authorizing the Village Administrator to enter into an Agreement with EPS Environmental Services Inc. of Chicago, Illinois to develop a Phase I & Phase II environmental report in the amount \$33,585 and further authorize and direct the Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

ADOPTED this 6th day of February, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 6th day of February, 2023.

Jeffrey J. Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of _____, 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2023.



environmental services, inc.

January 30, 2023

Ms. Erika Storlie
Village Administrator
Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118

Re: Phase I Environmental Property Assessment and Limited Subsurface Investigation
Project #: 25857-0123
7 Maiden Lane
East Dundee, Illinois

Dear Ms. Storlie:

The purpose of the Phase I Assessment is to identify readily apparent, potential sources of environmental liabilities associated with the Property and/or to qualify for the landowner liability protections to Comprehensive Environmental Response Compensation and Liability Act (CERCLA) liability in conjunction with the user requirements as defined in 40 Code of Federal Regulations (CFR) Part 312, AAI (All Appropriate Inquiry) based exclusively upon the scope of services set forth and agreed upon. The scope of services to be performed by EPS Environmental Services, Inc. (EPS Environmental), in order to identify areas of environmental concern, will be consistent with the recommended practices set forth in the "Phase I Environmental Site Assessment Process" contained in the American Society for Testing and Materials (ASTM), Standard E 1527-21, and in accordance with the standards and practices set forth in 40 CFR Part 312 including business environmental risks.

The purpose of the Subsurface Investigation is to attempt to determine whether Property soil/groundwater have been negatively impacted with indicator contaminants with petroleum and/or hazardous materials/waste associated with the following recognized environmental conditions (RECs) identified in a *Phase I Environmental Property Assessment* (former Phase I) prepared by EPS Environmental for the Property dated October 3, 2016 and/or confirm the concentrations of previously identified contaminants at the Property.

- The Property was identified on the Illinois Environmental Protection Agency (IEPA) Leaking Underground Storage Tank (LUST) database with a reported release (e.g. spills, overfills and/or leaks) of fuel oil in 1989 (incident #: 892611). According to the LUST database, the incident remains "open" (e.g. unresolved, testing and/or remediation incomplete and/or ongoing).
- Indicator contaminants associated with hazardous materials (e.g. lead) were identified in Property soil with concentrations **above** 35 Illinois Administrative Code Part 742, titled, *Tiered Approach to Corrective Action Objectives* (TACO), Tier 1 ingestion and/or soil component to the Class I groundwater ingestion soil remediation objectives (SROs) for industrial/commercial land use.
- There is a potential for particulate matter (e.g. dust) observed within the Property building generated from former ceramic manufacturing air emissions to contain elevated concentrations of heavy metals.

The scope of services includes the advancement of 18 soil borings between eight (8) and 20 feet below ground surface in accessible locations on the Property (refer to attached proposed soil boring location map). Five (5) of the borings will be converted into temporary groundwater monitoring wells. The borings will be continuously screened and soil samples will be collected from each soil boring. Each soil sample will be examined for visual signs of organic



product and/or the presence of refined organic product related odor and field screened with a photo-ionization detector (PID). Upon completion of the soil borings, each borehole will be properly abandoned with hydrated bentonite pellets and patched to grade with asphalt or concrete in paved areas.

Based on field observations and PID screening results, one (1) sample from each boring and one (1) groundwater sample from each well, including the three (3) existing groundwater monitoring wells, will be submitted for laboratory analysis. The soil/groundwater samples will be analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), pH and/or total Resource Conservation and Recovery Act (RCRA) metals, indicator contaminants associated with petroleum and hazardous materials/waste. In addition, a second shallow sample from each boring will be analyzed for RCRA metals and pH. Moreover, ten (10) interior wipe samples will be collected and analyzed for RCRA metals.

Upon receipt of the analytical results, a final report (Report) will be prepared containing the observations and conclusions of the site findings and chemical analyses. 35 Illinois Administrative Code (IAC) Part 742, titled *Tiered Approach to Corrective Action Objectives* (TACO), will be used as a guideline for qualifying the concerns associated with contaminated soil and groundwater. It should be noted, to determine the extent of contamination, if identified, or if groundwater has been impacted, further investigations would be necessary.

It should be noted, to determine the extent of contamination, if identified, or should the Phase I identify additional RECs associated with the Property, further investigations would be necessary.

In order to proceed, please sign the "Acceptance" and "Permission to Enter" page of the enclosed proposal. The "Permission to Enter" will require the signature of the Property owner or an authorized representative. **EPS Environmental will commence work upon receipt of the executed proposal via facsimile or email.**

We request you provide a copy of the Plat of Survey or a site plan to assist in defining the Property along with the property index number(s) (PIN).

Schedule: The scope of services will be completed *within twenty (20) business days* from the commencement date, provided access is granted in a timely manner. A link to the final report will be emailed to the Client within this time frame; a hard copy will be mailed upon request only.

Fee: The lump sum cost is \$33,585.00. ***The amount of \$16,000.00 must be deposited with EPS Environmental prior to commencement of the field activities.*** The balance of project fees shall be paid, in full, upon tender of the final Report.

Sincerely,

Samuel T. Bodine
Senior Project Manager

Project #: 25857-0123



**PHASE I ENVIRONMENTAL PROPERTY ASSESSMENT AND
LIMITED SUBSURFACE INVESTIGATION PROPOSAL**

ACCEPTANCE

Please indicate acceptance of this Proposal by returning a signed copy of this Proposal or a purchase order incorporating the terms of this Proposal, as well as a signed "Permission to Enter." Once accepted by the Client, the terms of this Proposal will represent the entire and integrated agreement between the Client and EPS Environmental, and will supersede all prior negotiations, representations or agreements, either written or verbal. This Proposal may be amended only in writing signed by both Client and an authorized representative of EPS Environmental.

Respectfully submitted,

EPS ENVIRONMENTAL SERVICES, INC.

Samuel T. Bodine
Senior Project Manager

Accepted By

Printed Name

Title

Date

PERMISSION TO ENTER

I, the undersigned, do hereby represent that I am the owner of the Property or the agent of the owner with power to grant right of entry thereon. I hereby grant permission to any employees or agents of EPS Environmental to enter upon the Property to provide the services previously stated.

Signature: _____ Date: _____

Print Full Name: _____ Title: _____

Site Contact Information (to arrange for access to conduct the inspection):

Name: _____

Phone: _____

Email: _____



Project #: 25857-0123

TERMS AND CONDITIONS

Only authorized persons shall be allowed near work area. EPS Environmental shall have the authority to prevent unauthorized persons from entering the work area. Insofar as jobsite safety is concerned, EPS Environmental is responsible solely for its own and its employees' activities on the jobsite, but shall not be construed to relieve Client, Owner or any construction contractors/subcontractors from their responsibilities for maintaining a safe jobsite. Neither professional activities of EPS Environmental, nor the presence of EPS Environmental or its employees and subcontractors, shall be construed to imply EPS Environmental has any responsibility for methods of work performance, supervision, sequencing of construction, or safety in, on or about the jobsite.

In the performance of the scope of services indicated hereunder, EPS Environmental will take reasonable precautions to avoid damaging buried structures and utilities. EPS Environmental will offer Client the opportunity to approve all sites for subsurface investigation(s) and/or excavation in the field. Client assumes all liability for claims allegedly arising out of damage to buried structures and utilities that were not called to EPS Environmental's attention, which were not properly located on the plans furnished to EPS Environmental or which were not properly located by locating companies call to the site by or on behalf of Client to identify such structures and utilities. EPS Environmental shall notify JULIE to locate and mark underground utilities prior to field activities. However, EPS Environmental shall not be responsible for any damage to unmarked private underground structures or private utilities which may occur while the services set forth in this Proposal/agreement are conducted which are not anticipated on the Property based on the current use.

Any contaminants existing on the Property belong to and will remain the property and responsibility of the Client. EPS Environmental and Client agree that the discovery of unanticipated hazardous materials constitutes a change in the condition of the jobsite mandating a renegotiation of the scope of work or termination of the project. EPS Environmental and Client also agree that the discovery of unanticipated hazardous materials will make it necessary for EPS Environmental to take immediate measures to protect human health and safety. EPS Environmental agrees to notify Client as soon as practicable if such materials are encountered. Client agrees to waive any claim against EPS Environmental and to indemnify, defend and hold harmless EPS Environmental's encountering unanticipated hazardous materials or suspected hazardous materials. Client agrees to compensate EPS Environmental for all costs associated with such an event based upon EPS Environmental's prevailing fee schedule.

Client shall defend, indemnify and hold EPS Environmental harmless from any and all claims or damages suffered by EPS Environmental due to the existence of any contaminants at the Property, or the transportation or disposal of those contaminants. EPS Environmental assumes no responsibility or liability for possible damage caused by soil borings and/or exacerbation of any environmental condition on the Property.

Any alterations or deviation from the specified work, including extra costs, will become an extra charge over and above the sum stated in this Proposal. After execution of this Proposal/agreement, verbal authorization for EPS Environmental to alter or deviate from the specified work may be given by Client or by Client's authorized representative. With the sole exception of the additional charge for the alteration or deviation ordered by Client, all other terms and conditions of this Proposal/agreement shall remain in full force and effect unless another written agreement is executed by each of the parties hereto. The prices quoted herein will be honored for 30 days from the date of this Proposal.

WARRANTY AND LIMITATION OF LIABILITY

The Phase I Assessment will be of limited scope, and will not provide sufficient information to eliminate the total risk of the presence of contamination or other liabilities. Significantly higher levels of exploratory efforts than those performed in the proposed Phase I Assessment are required to accumulate sufficient information to determine all environmental liabilities associated with the Property.

EPS Environmental warrants that the Phase I Assessment will be conducted in accordance with generally accepted investigatory methods utilized by professional environmental consultants and will include the recommended practices for the "Phase I Environmental Site Assessment Process" contained in the ASTM Standard Practice E 1527-21 and in accordance with the standards and practices set forth in 40 Code of Federal Regulations Part 312. EPS Environmental further warrants that the Findings and Conclusions in the Report will be based exclusively on the Phase I Assessment. The investigatory methods that EPS Environmental will utilize in the Phase I Assessment have been developed to provide the Client with information regarding apparent indications of existing or potential environmental conditions relating to the Property and are limited to the conditions that will be observed at the time of the investigation of the Property. The Findings and Conclusions contained in the Report will also be limited to the information available on the Property at the time that the Phase I Assessment is conducted. There is a distinct possibility that conditions may exist at the Property which will not be apparent during the preparation of the Phase I Assessment.

The Phase I Assessment will not attempt to determine whether the facility operating on the Property is in compliance with existing regulations. The Report will discuss and summarize areas of environmental concern for the Property itself. The Report will provide no other warranties, expressed or implied.

It should be noted, the Client is responsible to provide contact information for the former Property owner and to conduct an environmental lien search (which can be obtained by EPS Environmental, for an additional fee per PIN, if requested by the Client) to qualify for landowner liability protections under 40 Code of Federal Regulations Part 312. It should be noted, the Client is responsible to provide the completed questionnaire to qualify for landowner liability protections under 40 Code of Federal Regulations Part 312.

Any claim pursuant to this contract must be in writing and received by EPS Environmental within one (1) year of the completion of the services or such claims shall be deemed waived.



Services performed by EPS Environmental under this Proposal/agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Proposal/agreement, or in any report, opinion, document or otherwise.

EPS Environmental warrants that the findings and conclusions that will be contained in its final Report will be promulgated in accordance with generally accepted environmental engineering methods. These environmental methods have been developed to provide the Client with information regarding apparent indications of existing or potential environmental conditions relating to Property soil/groundwater and will be limited only to the area(s) and conditions observed at the time of the subsurface investigation activities were conducted. The Report will also be limited to the information available at the time it is prepared. There is a distinct possibility that conditions may exist at the Property which will not be apparent during the subsurface investigation activities.

Client agrees that all original documents and drawings produced by EPS Environmental in accordance with this Proposal/agreement, except documents which are required to be filed with public agencies, shall remain the property of EPS Environmental. Client agrees to be liable and responsible for the use of unsigned plans, drawings or other documents not signed by EPS Environmental and waives liability against EPS Environmental for their use. Further, Client agrees to waive any claim against EPS Environmental and to indemnify, defend and hold harmless EPS Environmental from any and all claims arising out of any use, not authorized in writing by EPS Environmental, of these documents by third parties not related to this Proposal/agreement. Any claim pursuant to this contract must be in writing and received by EPS Environmental within one (1) year of the completion of the services or such claims shall be deemed waived.

CONFIDENTIALITY

EPS Environmental will hold the Report and all field observations and related documents in strict confidence and will not disclose these items except to the Client or except as ordered by any state or federal agency or court of law. In the event that EPS Environmental is ordered by a state or federal agency or court of law to disclose the contents of the Report or field observations, the Client shall hold EPS Environmental harmless from liability for any damages that the Client may suffer due to EPS Environmental's disclosure. In addition, the Client shall indemnify EPS Environmental from any and all damages EPS Environmental may suffer due to any action which results in an order that EPS Environmental make a disclosure.

RELIANCE ON PHASE I ASSESSMENT AND REPORT

The Phase I Assessment and Limited Subsurface Investigation and Report will be conducted exclusively for the Client and it is intended that only the Client will rely on the Report. The Phase I Assessment and Limited Subsurface Investigation and Report will be solely for the benefit of the Client and may not be relied upon by third parties.

SOURCES OF INFORMATION RELIED UPON FOR PHASE I ASSESSMENT AND REPORT

In conducting the Phase I Assessment and preparing the Report, EPS Environmental will rely on the information obtained from Property owner/operators or other persons, and government agencies having knowledge of operations and practices of the Property. EPS Environmental will assume that this information is accurate and complete, except when independent investigation indicates otherwise and will rely on the validity, accuracy and completeness of data, documentation and information.

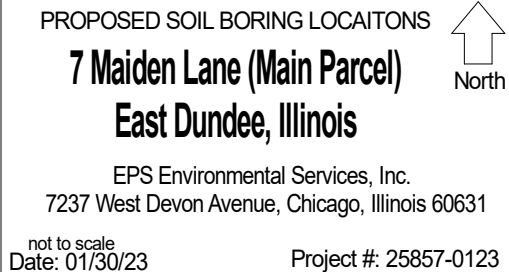
COMPENSATION

In the event that significant discrepancies to the provided description of the Property are discovered, EPS Environmental shall notify Client of such discrepancies in writing and shall reserve the option to re-negotiate an appropriate fee. The prices quoted herein will be honored for 30 days from the date of this Proposal.

The scope of work as detailed in this Proposal shall include providing the Client with one (1) electronic copy of the final Phase I Assessment Report, and one (1) hour of Client consultation to discuss the findings and conclusions of the Report. One (1) original copy of the Phase I Assessment will be sent to the Client upon request only.

EPS Environmental reserves the option to seek further compensation for supplementary services such as: re-addressing the Report for a third party's reliance; additional copies of the Report; consultation in excess of one (1) hour; and additional services considered outside the proposed scope of the Phase I Assessment work. Additional consultation, in excess of one hour, will be billed to the Client at \$125.00 per hour. In addition, EPS Environmental will be compensated, by the Client, for costs incurred obtaining information from local, state or federal agencies. EPS Environmental will notify the Client prior to obtaining any such information. In the event of unpaid balances after thirty (30) days, the Client shall be assessed an interest charge at the rate of one and one-half (1½) percent per month (18% annual rate).

In the event that the Client fails to pay EPS Environmental for services rendered pursuant to this Proposal, the Client agrees to pay any and all reasonable legal fees and other related expenses incurred by EPS Environmental in collecting its compensation for those services from the Client. In the event that the Client cancels, postpones, alters or otherwise changes the scope of services provided by EPS Environmental pursuant to this Proposal, the Client shall compensate EPS Environmental for any and all additional time and expenses that EPS Environmental may incur due to the Client's changes (\$500.00 if site inspection has not been conducted/\$1,000.00 if it has). In the event of any such change the Client shall forfeit all amounts deposited with EPS Environmental.



Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Management Analyst

Subject: Aliano's First Annual Italian Fest Application

Date: February 6, 2023

Action Requested:

Staff requests the Village Board discuss and provide direction regarding a special event and Depot rental application from Ms. Laura Ehrhard of Aliano's Ristorante, in addition to the approval of a Class F liquor license for their first-ever Italian Fest event.

Summary:

Staff has received an application from Ms. Laura Ehrhard of Aliano's ("Applicant") asking to hold their first-ever "Italian Fest" event and depot rental where they anticipate selling food, beverages, live entertainment, and liquor on Saturday, August 5, 2023 from 2:00 pm to midnight. Please refer to site map for a rough sketch of locations of activities. Applicant has agreed to apply with the East Dundee Fire Protection District and provide their approval as a condition of this event.

Applicant is asking the village permission to close River St. from Barrington Ave. to Railroad St. for this event which is similar to the village's Thirsty Thursday or Wine Down Wednesday events. Applicant has also agreed to work with staff to provide notifications to impacted properties due to the planned event.

With regards to liquor sales, an issuance of a Class F liquor license requires approval by the Village Board in order for the Applicant to serve beer and wine for consumption on premises on the east side of the Depot grounds per Section 116.05(A)(15)(e) below. Additionally, due to the Applicant seeking to extend the Class F license operation time until midnight for the event. Section 116.05(A)(15)(c) limits the hours of operation until 8:00 pm. See below:

(15) *Class F.* Special events license for the retail sale of all kinds of legal alcoholic liquors for consumption on the premises as defined below. This license is not a right of any current license holder and shall be granted at the sole

discretion of the Liquor Commissioner and upon a finding that the applicant has adequately met or provided for the following conditions and restrictions:

(a) The applicant must submit a site map depicting the premises to be licensed upon which the special event will occur including depicting all structures and rights-of-way within 100 feet of the licensed premises perimeter and proof of a legal right to occupy such premises during the duration of the special event.

(b) The license would be issued only to licensees holding a valid class of license permitting the consumption of alcoholic beverages on premises.

(c) Each licensee would be limited to hours of operation for alcoholic liquor sales of no greater than between the hours of 11:00 a.m. to 8:00 p.m. However, more expansive or limited hours may be approved by the Liquor Commissioner in their discretion.

(d) Applicant for a special events license would be required to give proof, satisfactory to the Liquor Commissioner, of adequate provision for the following:

1. Public sanitary facilities;
2. Refuse and waste disposal arrangements;
3. General security and crowd control;
4. Liability and property damage insurance with carriers and in amounts satisfactory to the Commissioner; and
5. Means of securing the physical perimeter of the premises from entry by minors and adequate security arrangements to insure that minors are not served alcoholic beverages.

(e) In the event a portion of public right-of-way is requested for such license, permission would be required from the Village Board.

(f) Fees would be established for each event as set forth in the annual fee schedule.

(g) This license does not include the retail sale of spirits in its original package.

Additionally, the Applicant has requested to rent the village-owned white fencing, the small stage under the Depot awning, and requesting the village-owned road closure barricades provided by public works staff. Applicant was advised there would be fees associated with these rentals and

labor. The stage location and road barricades would be the same location during village-sponsored events.

Portable restrooms and refuse arrangements will be made, and on-site security would be provided by a security company. The Applicant was advised to provide the security company's information to Chief Kruger.

Attachments:

- Redacted Applications
- Site Map Sketch



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

(847) 426-2822

www.eastdundee.net

Special Event Permit Application

Applicant Information

Application Date: 1/15/23

Applicant Name: Laura Ehrhard Is Applicant 21 or over? ☒ Yes ☐ No

Organization (if applicable): Alianos

Applicant Street Address: 310 River St

City: east dundee

State: IL

Zip: 60118

Event Contact Person Name & Phone Number: Laura [REDACTED]

Applicant Email Address: [REDACTED]

Organization's Email & Website: Alianosdundee.com

Special Event Information

Event Name: Italian Fest

Type / Purpose of Event: Community fun

Location(s): Depot and River Street

Date of Event: 8/5/23

Start Time: 2:00 pm

End Time: 12:00 am

Set-up Date: 8/5

Start Time: 7am

End Time: _____

Tear Down Date: 8/6

Start Time: _____

End Time: _____

Additional Dates & Time, if Needed: _____

Estimated Attendance: _____ Is the event open to the public? ☒ Yes ☐ No

Minimum number of staff present: ~ 30

Additional Permits and/or Approvals Needed

1. Alcoholic beverages: ☒ Yes ☐ No - If yes, please list name(s) of vendor(s): Alianos, Limoncello
packaged to-go, the rest on site.

Note: Attach approved class F liquor license per Section 116

2. Food vendors: ☒ Yes ☐ No - If yes, please list name(s) of vendor(s): Alianos

Note: Attach certificate from Kane County Health Department

3. Public property/streets/sidewalks areas to be used: Depot and River street

4. Fireworks: ☐ Yes ☒ No - If yes, please list name(s) of vendor(s): _____

Note: Attach approval from the East Dundee Fire Protection District

5. Amusement Rides: ☐ Yes ☒ No - If yes, please list name(s) of vendor(s): _____

Note: Attach approved amusement license per Section 112

6. Tent(s): ☒ Yes ☐ No - Is tent fire-rated? Please list name(s) of vendor(s) and size of tent: vendor TBD

Note: Attach approved basic building application / permit and JULIE's office locate ticket number & site map

7. East Dundee Fire Prevention District application submittal and written approval is needed prior to event.

Additional Special Event Information

1. Notification to residents? ☐ Yes ☐ No ☒ N/A

Please attach copies of notice. How do you plan to make notifications? _____

8. List traffic control you will need, and road or parking lot closures (barricades, cones, fencing, police officer):
White fence closing of River St, Rail Rd tp Barrington,

Note: Any event requiring the use of an East Dundee police officer will be billed \$60 per officer per hour; attach site map of any routes to be anticipated. Applicant must work with EDPD for a security plan.

2. List parking areas needed for guests and staff: _____

3. How many portable restrooms will be needed? (Include their location on site map): 4

4. Indicate the signage to be used: _____

Note: Attach approved temporary sign permit

9. Indicate plans for garbage pick-up: we have a dumpster

Note: Clean-up is the responsibility of the applicant. Any clean-up that is not done properly will be completed by Village staff and the applicant will be billed at a rate of \$35 per employee per hour

5. Attach site map(s) for event, and/or parade route with starting point, stop point, location of platforms, etc.

Special Event Permit Requirements

- A valid ACORD Certificate of Liability Insurance policy equal to or greater than \$1,000,000 aggregate. The following language must be included on the certificate: *The Village of East Dundee and its elected and appointed officers, officials, agents, and employees are included as additional insureds.*
- The Village requests a minimum of sixty (60) business days to review application. The applicant is required to have \$100 security deposit and all necessary forms completed and submitted along with the application.

Fee Schedule Per Title III, Chapter 37 of the Village of East Dundee Municipal Code

Type	Standard Fee	Resident Fee	Non-Resident Fee
Liquor License - Class F	\$100 per Day	N/A	N/A
Amusement License Fee – Circus & Carnival	\$500 per Day	N/A	N/A
Carnival and Amusement Permit	\$50	N/A	N/A
Temporary Structure & Tent Permit	\$50	N/A	N/A
Temporary Sign Permit	\$25	N/A	N/A
Village-owned White Fence	N/A	\$350	\$400
Village-owned Stage at Depot	N/A	\$350	\$400

Additional fees may be assessed for additional services by the Village as stated in the current annual fee schedule. If labor or equipment is requested and approved by the Village Administrator, any associated costs will be charged to the applicant.

Cancellation and Revocation of Permit

A cancellation must be submitted in writing or by email and received at least ten village business days prior to the event date or no refund, except for the security deposit, will be issued. An event may be cancelled at any time by the Village Administrator or designee if in the interest of public health, welfare or safety. The applicant may receive a rescheduled date or refund.

A permit may be revoked at any time by the Village Administrator or designee for violation of any law or rules applicable to such event if in the interest of public health, welfare or safety.

Supervision / Security During Event

The Village shall not provide any supervision or security for non-Village sponsored events. It will be the responsibility of the applicant of the event to provide any supervision or security that is reasonably expected to be needed for the permitted event.

The applicant shall be responsible for all actions and inactions of its guests, agents, or any third-party present at the site. Applicant agrees in consideration of the approval by the Village to indemnify and hold harmless the Village of East Dundee and its officers, employees and agents from any liability incurred and/or claims made by any acts, directly or indirectly, of applicant and all people participating with the applicant in the special event related in any way to the special event. Further, the applicant agrees to adhere to the rules & regulations and dates & times of this permit, and all applicable laws and Village ordinances.

Applicant Full Name: Laura E. Richard

Applicant Signature: Laura E. Richard

Signature Date: 1/16/23

Approved By: _____ Approved Date: _____

Subject to the following conditions and approvals: _____



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

(847) 426-2822

www.eastdundee.net

2/6/2023 6pm VR

Permit Application for Use of The Depot and/or Depot Park

Applicant Information

Application Date: 1-12-23

Applicant Name: Laura Ehrhard

Is Applicant 21 or over? ☒ Yes ☐ No

Organization (if applicable): Alianos Italian Fest

Applicant Street Address: 310 River

City: East Dundee

State: IL

Zip: 60118

Applicant Contact Phone Number: [REDACTED]

Applicant Email Address: [REDACTED]

Organization's Email & Website: Alianosdundee.com

Event Location

Select one of the following: ☐ Depot only; ☐ Depot Park only (with access to restrooms in the Depot); or
☒ both the Depot & Depot Park.

Note: The Depot Park is the area defined within the bike path, Barrington Ave., North River St., and Railroad St.

Day of Event

Date(s) of Event: 8-5-23 (Sat.) Start Time: 2pm End Time: 11pm

30 staffers

Anticipated Attendance of Total Number of Participants and Staff on Site: ? will get a security team to chief

Describe Type of Event, Activity, or Picnic: Italian Fest

Describe any entertainment/activities planned (DJ, Live Music, etc.): Magic show + 3 or 4 bands

Will they impact surrounding businesses? ☒ Yes ☐ No Explain: Need to close river street from Barrington to Railroad

Will there be alcohol? ☒ Yes ☐ No. If Yes, will it be sold or served? ☐ Sold ☒ Served

If yes, please include liquor vendor(s) name(s): Themselves

How will the designated alcohol area be contained?: White fence + Security

\$875

Will attendees be charged to enter the event? ☐ Yes ☒ No

Check any of the following rental requests, if needed: ☒ White fence ☒ Stage under depot canopy rental

How will this event be marketed (platforms, ads, etc.)? ads social media

The applicant shall be responsible for all actions and inactions of its guests, agents, or any third-party present at the site. Applicant agrees in consideration of the approval by the Village to indemnify and hold harmless the Village of East Dundee and its officers, employees and agents from any liability incurred and/or claims made by any acts, directly or indirectly, of applicant and all people participating with the applicant in the event related in any way to the rental of the Depot or Depot Park. Further, the applicant agrees to adhere to the rules & regulations and dates & times of this permit, and all applicable Village ordinances.

Applicant Signature: Laura Ehrhard Application Date: 1-13-23

Approved By: _____ Approved Date: _____

Subject to the following conditions and approvals: _____

Depot and/or Depot Park Permit Applicant Checklist

- ☐ Submit application for permit, and applicable fees and documents, not less than ten days before the event
- ☐ Provide a valid photo ID with application for permit
- ☐ A site plan showing the layout for how the Depot and/or Depot Park will be utilized
- ☐ A valid ACORD Certificate of Liability Insurance policy equal to or greater than \$1,000,000 aggregate. The following language must be included on the certificate of liability: *The Village of East Dundee and its elected and appointed officers, officials, agents, and employees are included as additional insureds.*

Fee Schedule Per Chapter 37 of the Village of East Dundee Municipal Code

Type	Resident Fee	Non-Resident Fee
The Depot and Depot Park	\$50.00	\$100.00
Depot Only or Depot Park Only	\$25.00	\$50.00
Power Access for Musicians	\$25	\$25
Village-owned White Fence	\$350	\$400
Village-owned Stage at Depot	\$350	\$400
Security Deposit	\$100	\$100

Additional fees may be assessed for additional services by the village as stated in the current annual fee schedule. If labor or equipment is requested and approved by the Village Administrator, any associated costs will be charged to the applicant.

Reservations

Reservations must be made at least ten village business days in advance. Full payment is due at the time of reservation. Applicants must be 21 years of age or older. Confirmation of the reservation may be assumed only after receipt of a signed approved copy of this application which must be with the applicant during the rental period.

Cancellation and Revocation of Permit

A cancellation must be submitted in writing or by email and received at least five village business days prior to the event date or no refund, except for the security deposit, will be issued. A rental may be cancelled at any time by the Village Administrator or designee if in the interest of public health, welfare or safety. The applicant may receive a rescheduled date or refund.

A permit may be revoked at any time by the Village Administrator or designee for violation of any law or rules applicable to such event if in the interest of public health, welfare or safety.

Supervision / Security During Event

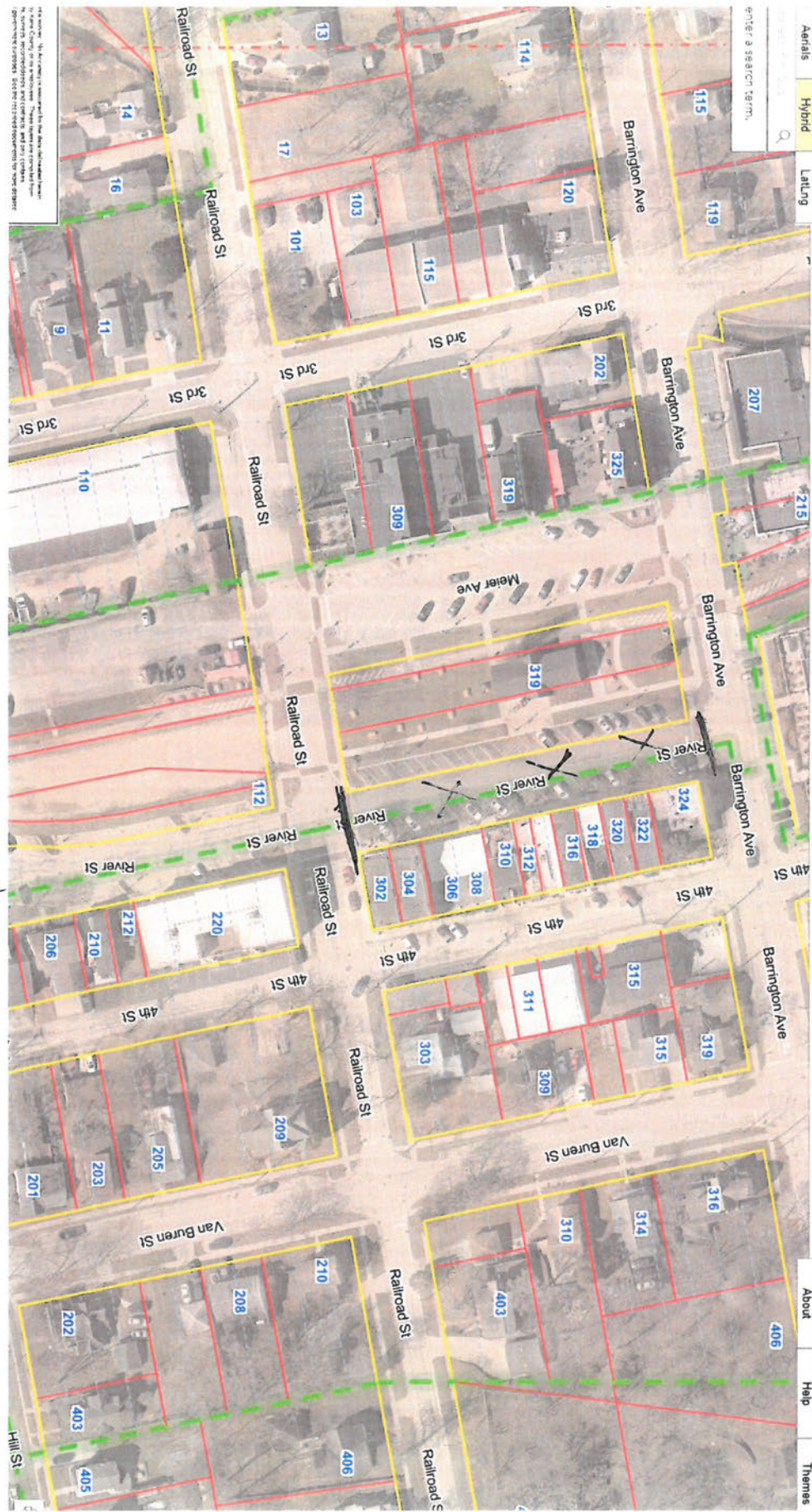
The Village shall not provide any supervision or security for non-Village sponsored events. It will be the responsibility of the applicant of the event to provide any supervision or security that is reasonably expected to be needed for the permitted event.

Issuance of Permit

The Village Administrator, or designee, shall review the permit application and shall approve and issue the permit if the following is determined: A) The proposed activity or use of the Depot or the Depot Park will not unreasonably interfere with or detract from the general public's enjoyment of the Depot Park; B) The proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, and safety; C) The proposed activity and use is not reasonably anticipated to cause violations, crime or disorderly conduct; D) The proposed activity will not entail unusual, extraordinary, or burdensome expense or police operation by the Village; E) The facilities desired have not been reserved for other use at the day and hour requested on the application; F) The conditions of the Depot or Depot Park are deemed safe or suitable for the event; and G) The use of the Depot or Depot Park shall be restricted to the promotion of economic development through events hosted by organizations and non-profits which are open to the public, and shall not be used for political purposes or by private groups for private purposes.


Rules and Regulations

- 1) The rental of the Depot and Depot Park shall only be permitted for community events that are open to the general public.
- 2) The applicant shall inspect the facility prior to the event and contact appropriate Village staff to identify any dangerous or unsafe conditions, or damaged Village property prior to commencement of the event.
- 3) Depot and Depot Park use begins and ends at the times approved, including set-up and clean-up. Groups are not allowed on the site prior to the approved start time, and are required to exit and have the area cleaned up at the approved end time in the application.
- 4) Selling food or other items is not allowed without Village approval. Beverages in glass containers are prohibited.
- 5) Sale or possession of alcoholic beverages is not allowed except by separate written Village approval and license.
- 6) Firearms and smoking are prohibited.
- 7) No open flame, including the burning of candles and incense, is allowed in the Depot.
- 8) The Village is not responsible for lost, stolen, or damaged property.
- 9) The approved application must be presented to any Village staff upon request during the event.
- 10) Violation of Village ordinances or the rules and regulations in this application, failing to properly clean up the site, causing damage to the facilities, groups that are larger than anticipated, or the events that are misleading from the application, will result in the loss of their security deposit. The applicant is responsible for all damage and the Village will bill the applicant any amount over the security deposit total.

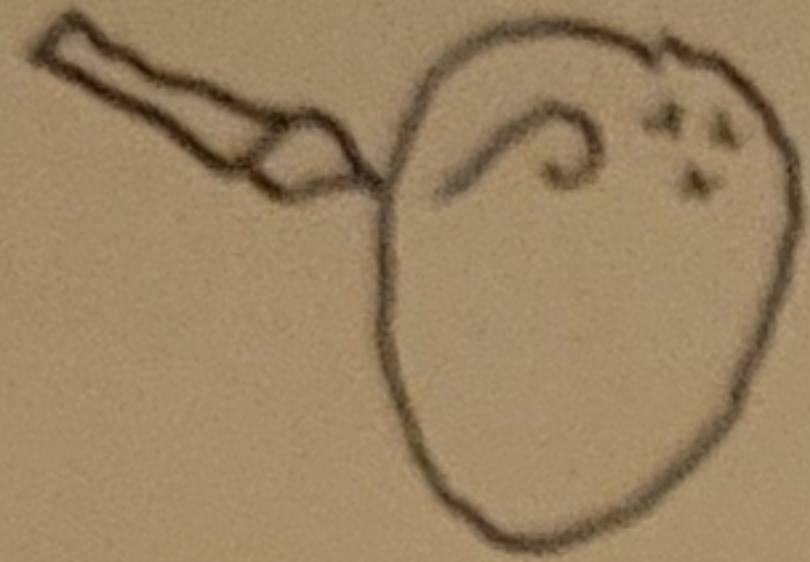


Handwritten signature or initials.

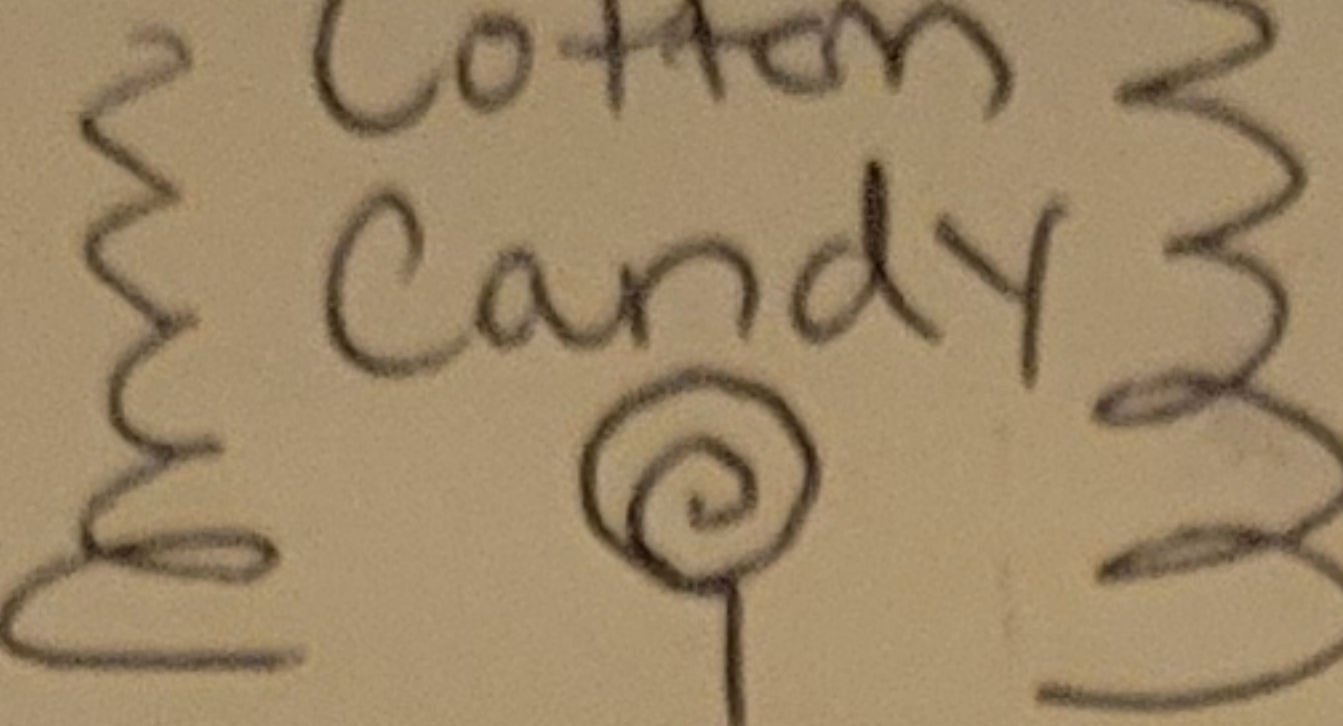
T-shirt Table



Face Painting



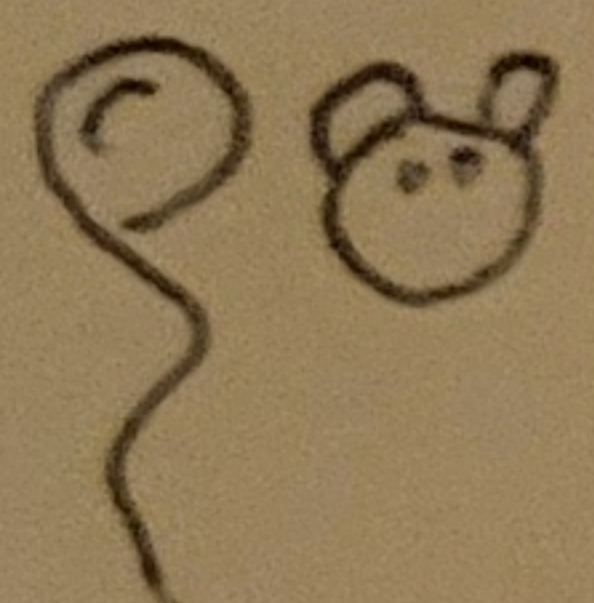
Cotton Candy



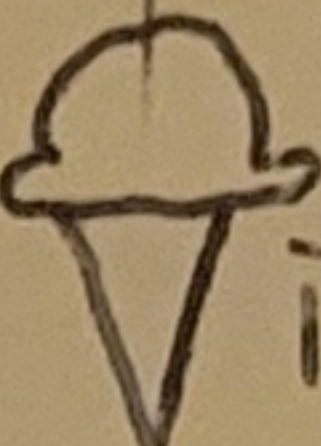
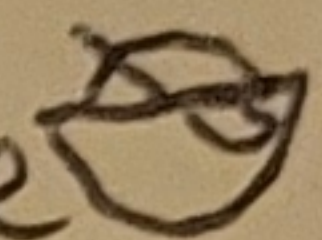
Stage

Depot


Balloon Animals



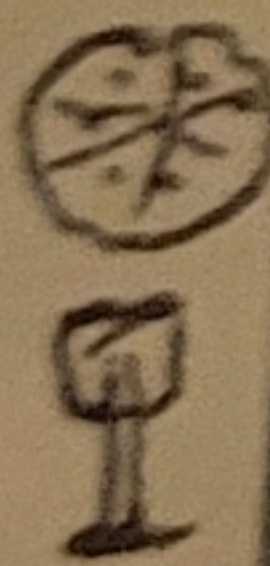
Gelato/
Italian ice

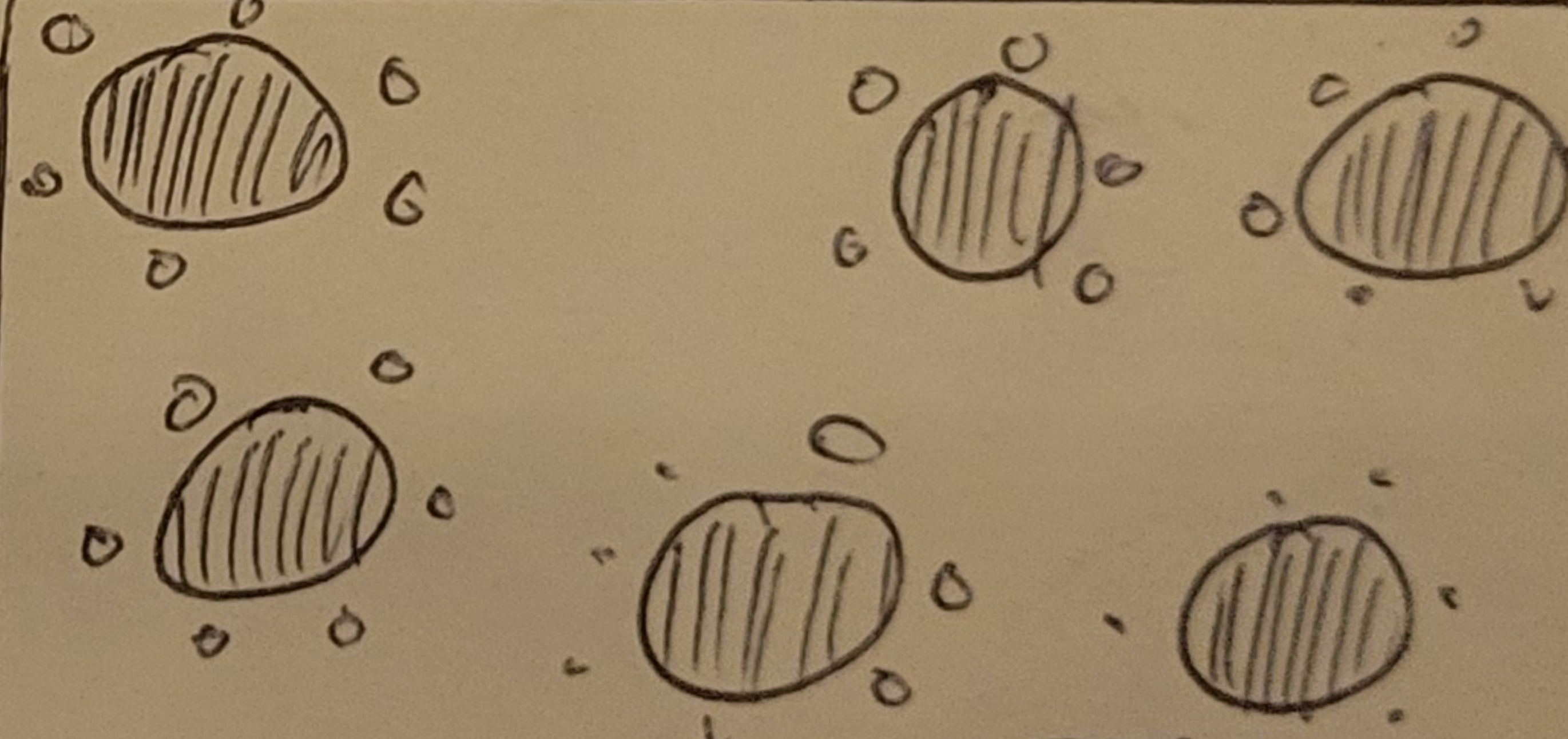
Beer, wine, cocktails table



Limoncello



Tables / Tent



--- River Street Road --- Meatball eating contest --- Barrington Road ---

Alianos
Cafe

Alianos
Food

Calendos

Memorandum



To: Village President and Board of Trustees
Erika Storlie, Village Administrator

From: James R. Kruger, Chief of Police

Subject: Request for Amendment to Administrative Tow Ordinance

Date: January 23, 2023

Action Requested:

Staff requests Village Board approval of an ordinance amending Chapter 36 of the East Dundee Village Code to add sections the Administrative Tow Ordinance to include misdemeanor offenses when using a vehicle in the commission of a crime and also theft or retail theft when using a motor vehicle.

Funding Source:

N/A

Summary:

The Village enacted the Administrative Tow ordinance to provide for fees to reimburse the village for certain criminal activity as allowed by state statute. These fees are then brought to administrative adjudication for disposition. Pursuant to a review of incidents that have occurred in the village and times when the Police Department was not able to assess the administrative impound fee, it was ascertained that our ordinance was missing some provisions included in other communities' administrative towing ordinances.

These ordinances were enacted to provide a funding source for specific criminal activity that the accused should help shoulder the burden for the increased cost of police services from the residents. During this time of need for increased police protection, it is important that we attempt to capture what we can to lessen the burden, especially since the majority of the police department's call load is focused on non-resident activity. This proposed ordinance adds those sections.

Legislative History:

The original ordinance was passed on March 3, 2008, and amended on April 21, 2008 and again on January 18, 2011.

Attachments:

Ordinance

ORDINANCE NUMBER 23 - __

**AMENDMENT TO ORDINANCE, TITLE III: ADMINISTRATION, CHAPTER 36:
ADMINISTRATIVE ADJUDICATION, SECTION 36.15: AUTHORIZATION TO IMPOUND,
BOOT OR TOW MOTOR VEHICLE**

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, the Village seeks to amend the Ordinance set forth in Title III: "Administration," Chapter 36: "Administrative Adjudication," Section 36.15 "Authorization to Impound, Boot or Tow Motor Vehicle" ("**Ordinance**") to include authorization for administrative tow and impound of vehicles used in the commission, or attempted commission of a misdemeanor offense, and operation of motor vehicles in commission of, or attempted commission of theft in violation of 720 Illinois Compiled Statutes 5/16, §§1, 25; and

WHEREAS, the Board of Trustees of the Village of East Dundee finds it in the best interests of the Village to amend and pass the Ordinance in order to protect the public health, safety and welfare; 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:

SECTION 1: 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: Title III: "Administration," Chapter 36: "Administrative Adjudication," Section 36.15 "Authorization to Impound, Boot or Tow Motor Vehicle," shall be, and is hereby amended as set forth in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance.

SECTION 3: That the Village Clerk is hereby directed to have the Municipal Code of the Village of East Dundee clearly marked to indicate the aforesaid changes.

SECTION 4: All ordinances or parts of ordinances in conflict with terms of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

EXHIBIT A

[Added text **bold and double underlined**; deleted text ~~struck through~~

§ 36.15 AUTHORIZATION TO IMPOUND, BOOT OR TOW MOTOR VEHICLE.

Any motor vehicle whose registered owner has been determined to be liable for ten or more vehicular standing or parking regulation violations, for which the fines or penalties assessed remain unpaid, may be immobilized, booted or towed and impounded if:

(A) The Ordinance Enforcement Administrator has determined that a person has been determined to be liable for ten or more ordinance violations, for which the fines or penalties remain unpaid.

(B) The person determined to be liable for ten or more violations is the registered owner of a motor vehicle located within the village geographical boundaries.

(C) A seizure notice has been sent to the registered owner of the motor vehicle located within the geographical boundaries of the village which contains, but shall not be limited to the following:

(1) A final determination has been made on ten or more ordinance violations, for which the fines and penalties remain unpaid;

(2) A listing of the violations for which the person has been determined to be liable, which shall include for each violation:

- (a) The ordinance violation notice number;
- (b) Date of issuance; and
- (c) Total amount of fines and penalties assessed;

(3) The motor vehicle owned by the person and located within the village is subject to immobilization and/or towing and impoundment if the fines and penalties are not paid within, but not later than 15 days of the date of the notice;

(4) Date of immobilization;

(5) Date of impending towing and impoundment;

(6) The registered owner may contest the validity of the notice by appearing in person before the Ordinance Administrator within 15 days of the date of the notice and submitting evidence which would conclusively disprove liability, such as the following:

(a) The registered owner was not the owner or lessee of the vehicle on the date or dates the notices of violation were issued;

(b) The fines or penalties for the violations cited in the notice were paid in full; or

(c) The registered owner has not accumulated ten or more ordinance violation notices which are unpaid, not adjudicated or for which no appearance was made;

(7) The motor vehicle of the registered owner to whom notice is sent has failed to make payment of the fines or penalties as specified in the notice and has failed to appear with evidence to conclusively disprove liability before the Ordinance Enforcement Administrator to contest the validity of the notice;

(8) Criminal violations authorizing seizure/impoundment. A motor vehicle, operated with the permission, express or implied, of the owner of record, that is used in connection with the following violations, shall be subject to seizure and impoundment by the village, and the owner of record of said vehicle shall be liable to the village for an administrative penalty of \$500, in addition to costs of prosecution and any towing and storage fees as herein after provided:

(a) Operation or use of a motor vehicle in the commission or attempted commission of any offense for which a motor vehicle may be seized and forfeited pursuant to ILCS Ch. 720, Act 5, § 36-1;

(b) Driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof, ILCS Ch. 625, Act 5, § 11-501;

(c) Operation or use of a motor vehicle in connection with the commission or attempted commission of any misdemeanor or felony offense;

(d) Operation or use of a motor vehicle in connection with the commission or attempted commission of any violation of the provisions of the Illinois Cannabis Control Act, ILCS Ch. 720, Act 550, § 1;

(e) Operation or use of a motor vehicle in connection with the commission or attempted commission of any offense in violation of the Illinois Controlled Substances Act, ILCS Ch. 720, Act 570, § 100;

(f) Unlawful use of a weapon in violation of ILCS Ch. 720, Act 5, § 24-1; aggravated discharge of a firearm in violation of ILCS Ch. 720, Act 5, § 24-3.1;

(g) Driving while license, permit or privilege to operate a motor vehicle is suspended or revoked, ILCS Ch. 625, Act 5, § 6-303. Vehicles shall not be subject to seizure impoundment if the suspension is due to failure to comply with emission testing;

(h) Operating a motor vehicle without a valid drivers license, ILCS Ch. 625, Act 5, § 6-101:

1. Except a person that had a valid driver's license that is expired for less than 12 months; and

2. Except a person who is less than 17 years of age operating a motor vehicle on any street or highway when in violation of state law; and

(i) Operating a motor vehicle, when the registration is cancelled, suspended or revoked, ILCS Ch. 625, Act 5, § 3-702 or ILCS Ch. 625, Act 5, § 3-708; however, the vehicle shall not be subject to seizure impoundment, if the suspension is due to failure to comply with emission testing;

(j) Operation or use of a motor vehicle in the commission of, or in the attempt to commit a theft or retail theft in violation of 720 Illinois Compiled Statutes 5/16 §§1, 25;

(9) Criminal violations authorizing seizure/impoundment and forfeiture - release fee. The owner of record of any motor vehicle for which lawful forfeiture proceedings have been initiated in conjunction with any violation noted in division (C)(8) above shall be subject to payment to the village of an administrative fee of \$250 for the release of the vehicle as a result of a court or other action.

(Ord. 08-07, passed 3-3-2008; Am. Ord. 08-15, passed 4-21-2008; Am. Ord. 11-02, passed 1-18-2011)

Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Snow Event Parking Restriction Pilot Program

Date: February 6, 2023

Action Requested:

Staff recommends Village Board approval of a Resolution authorizing a Snow Event Parking Restriction Pilot Program that will allow on-street parking on one side of designated Village streets during snow events of up to two inches of snow for the balance of the 2022-2023 snow season (December 1 through March 31) and during the 2023-2024 snow season.

Summary:

During the Village Board's December 19, 2022 regular meeting, the Board discussed and formed a consensus to allow on-street parking, on one side of designated streets in residential areas only, during snowfall events of up to two inches of accumulated snow. The following is a summary of how the pilot program would work on the streets designated in the Resolution attached hereto:

- Effective dates: December 1 to March 31 (snow season).
- For the current snow season, this regulation would take effect immediately upon approval of the Resolution, remain in effect through the balance of the snow season, and also during next winter's snow season.
- When snowfall begins, and after an accumulation of 0.5 inches of snow up to 2 inches of snow, on-street parking would be allowed on the designated streets identified in the attached Resolution.
- For this pilot program, the list of streets is specific to streets located in the Flats and Terrace neighborhoods – reference Exhibit A of the Resolution.
- For the balance of the current snow season only advisory citations will be issued. For next snow season (beginning December 1, 2023), after providing public information and signage, a \$40 citation will be issued to those not in compliance.
- Staff will advertise this program in advance of the next snow event.

Staff will evaluate the effectiveness of this pilot program and present its findings/observations to the Village Board for potential permanent adoption into the Village Code at the conclusion of the 2023-2024 snow season.

Attachment:

Resolution

RESOLUTION NUMBER __-23

**A RESOLUTION AUTHORIZING A
SNOW EVENT PARKING RESTRICTION PILOT PROGRAM**

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, during snow events, the plowing and shoveling of streets, sidewalks and driveways causes snow to accumulate and become concentrated along the sides of the streets within the Village; and

WHEREAS, as a result of this accumulation, certain narrow, residential streets within the Village become hazardous to navigate during the winter months when vehicles are parking on both sides of the street; and

WHEREAS, the parking of vehicles on both sides of certain streets also has the potential of becoming a safety risk as emergency response vehicles are unable to use these streets and provide services to the Village residents in a timely manner; and

WHEREAS, pursuant to its home rule authority, the Board of Trustees of the Village of East Dundee desires to create a temporary pilot program to prohibit the parking of vehicles on certain streets within the Village during the winter months (“*Pilot Program*”); and

WHEREAS, the Village finds that the creation of a Pilot Program is desirable and in the best interest of the Village;

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

Section One. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of East Dundee.

Section Two. The Village Board of Trustees hereby adopts the Pilot Program and prohibits vehicles from being parked on certain streets and locations within the Village, as set forth in **Exhibit A**, during the period of December 1 through March 31. Village staff are directed and authorized to publicize these parking restrictions in the manner they deem appropriate, including but not limited to, posting information on the Village website and installing signs at the prohibited parking locations.

Section Three. This Resolution shall be in full force and effect from and after its passage by a vote of the Village Board of Trustees and approval in the manner required by law, and shall remain in effect until April 1, 2024.

[SIGNATURE PAGE TO FOLLOW]

PASSED this _____ day of _____ 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Exhibit A

Street List

STREET NAME	FROM	TO	SIDE OF STREET – PARKING ALLOWED
ABERDEEN DR	DEERPATH RD	BRAEBURN RD	WEST
BARRINGTON AVE	WATER ST	THIRD ST	SOUTH
BRAEBURN RD	HOWARD AVE	ABERDEEN DR	SOUTH
CRESTWOOD DR	PARK ST	DEERPATH DR	EAST
DEERPATH DR	CRESTWOOD	ABERDEEN DR	NORTH
FIRST ST	BARRINGTON AVE	CORP LIMIT	EAST
HILTON AVE	LINDEN AVE	REESE AVE	EAST
HOWARD AVE	REESE AVE	BRAEBURN RD	WEST
HOWARD CT	HOWARD AVE	END	NORTH (STEM)
KIMBERLY ST	PARK ST	DEERPATH DR	WEST
KING AVE	REESE AVE	PARK ST	WEST
LINDEN AVE	IL RT 72	HILTON AVE	EAST
LINDEN AVE	HILTON AVE	OAK DR	SOUTH
LINDEN AVE	OAK DR	PARK ST	EAST
MADISON CT	HOWARD AVE	WEST END	NORTH (STEM)
MADISON ST	HOWARD AVE	EAST END	SOUTH
MICHIGAN AVE	WATER ST	FIRST ST	SOUTH
NORTH ST	WATER ST	THIRD ST	NORTH
OAK DR	LINDEN AVE	KING AVE	SOUTH
PARK ST	HOWARD AVE	KIMBERLY ST	SOUTH
REESE AVE	HILTON AVE	DEAD END	NORTH

SECOND ST	WATER ST	BARRINGTON AVE	WEST
SECOND ST	BARRINGTON AVE	VILLAGE LIMITS	EAST
WENDT AVE	HILTON AVE	DEAD END	NORTH

Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Ordinance Amendment – On-Street Snow Parking Ban

Date: February 6, 2023

Action Requested:

Staff requests Village Board approval of an Ordinance amending Title VII, Chapter 70, Section 70.04 of the Village Code that prohibits on-street parking on all Village streets after two inches (previously three inches) of snow has fallen and for a period of twelve hours following the cessation of the snowfall.

Summary:

During the Village Board's December 19, 2022 regular meeting, the Board discussed and formed a consensus on a proposed amendment to the Village Code that is intended to promote safer on-street parking environments during/after snow and ice events. This proposed code amendment is summarized as follows:

Currently vehicles are prohibited from parking on all Village streets after three inches (3"), or more, of snow have fallen. Staff recommends amending the current Village Code from three inches of snow to two inches which is proposed as follows:

§ 70.04 AMENDMENTS.

8. (a) It is unlawful to park any vehicle on any public street at any time after the snow on the street exceeds two inches in depth and for a twelve (12) hour period following the cessation of the snowfall.

Attachment:

Ordinance

ORDINANCE NUMBER 23 - __

AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE), CHAPTER 70 (GENERAL PROVISIONS), SECTION 70.04 (AMENDMENTS) OF THE VILLAGE OF EAST DUNDEE MUNICIPAL CODE REGARDING PARKING DURING SNOW EVENTS

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, the Village seeks to amend Title VII: "Traffic Code," Chapter 70: "General Provisions," Section 70.04 "Amendments" of the Village of East Dundee Municipal Code ("**Village Code**") regarding parking during snow events; and

WHEREAS, the Board of Trustees of the Village of East Dundee finds it in the best interests of the Village to amend the Village Code as set forth in this Ordinance in order to protect the public health, safety and welfare; 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:

SECTION 1: 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: Title VII: "Traffic Code," Chapter 70: "General Provisions," Section 70.04 "Amendments" shall be, and is hereby amended as set forth in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance.

SECTION 3: That the Village Clerk is hereby directed to have the Municipal Code of the Village of East Dundee clearly marked to indicate the aforesaid changes.

SECTION 4: All ordinances or parts of ordinances in conflict with terms of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

EXHIBIT A

[Added text **bold and double underlined**; deleted text ~~struck through~~

“§ 70.04 AMENDMENTS.

The following amendments are hereby made to the State Code.

(A) Chapter 11, Article II - Obedience to and Effect of Traffic Laws.

70-11-206 TRAFFIC LAWS APPLY ANIMAL DRAWN VEHICLES.

(a) It shall be unlawful to leave any horse or other draft animal unattended or allow other animals to roam in any street without having the animal securely fastened or accompanied by a driver.

(B) Chapter 11, Article XIII - Stopping, Standing and Parking.

70-11-1302 OFFICERS AUTHORIZED TO REMOVE VEHICLES.

4. The Police Department is hereby authorized to have removed and towed away any car or other vehicle illegally parked in any place where such parked vehicle creates or constitutes a traffic hazard, blocks the use of a fire hydrant or obstructs or may obstruct the movement of any emergency vehicle; or in any public place where signs have been legally posted either limiting or prohibiting parking; or any vehicle which has been parked in any public place for a period of 24 consecutive hours. Vehicles towed away shall be stored and shall be released to the owner or operator thereof after payment of the expense incurred in removing and storing the vehicles.

70-11-1303 STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIC PLACES.

4. It shall be unlawful to park any motor vehicle on any private property without the consent of the owner of the property.

5. When signs are erected at the entrances of highways and streets into the village giving notice thereof, no person shall park a vehicle between the hours of 2:00 a.m. and 6:00 a.m. on any day, on any street within the village except such regulation shall not apply to Jackson Street between Van Buren Street and Water Street, Hill Street between Van Buren Street and River Street, Railroad Street between Van Buren Street and River Street, and Parking Lots 1 and 2 between Railroad Street and Hill Street where parking is permitted.

6. It shall be unlawful to stop, stand or park a motor vehicle for a period of time longer than necessary for the unloading and delivery or pickup of materials, not to exceed 30 minutes, in any place posted as a loading zone.

7. It shall be unlawful to park a vehicle for longer than the time designated within any district or upon any street or section thereof, when signs are erected giving notice thereof.

8. Snow removed - Interference by parking.

(a) It shall be unlawful to park any vehicle on any public street in the village at any time **after the snow on the street exceeds two (2) inches in depth and for a twelve (12) hour period following the cessation of the snowfall** ~~within 12 hours after a snowfall of three inches or more has occurred.~~

(b) It shall be unlawful to park any vehicle on any public street or portion thereof in the village at any time when the street is being cleaned. Signs indicating that a street or portion thereof is being cleaned shall be posted immediately before the cleaning of the street and shall be removed after the cleaning of the street is finished.

(c) Any vehicles parked in violation of this section are hereby declared a public nuisance and a hazard to public safety and police officers in the village are hereby authorized to cause removal of the vehicle to a public garage or other place of safety during snow removal operations of the village on the streets and the expense of the removal and storage in the public garage shall be paid by the owner or operator of the vehicle.

(d) Any person violating any provisions of this subsection (8) shall be fined not less than \$25, nor more than \$750, for each and every separate offense.

(1981 Code, § 41.04) (Ord. 80-20, passed - -1980; Am. Ord. 15-05, passed 2-16-2015)”