



PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, May 1, 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. Administration of the Oath of Office
 - a. Trustee Kathleen Mahony
 - b. Trustee Scott Kunze
 - c. Trustee Richard W. Treiber III
 - d. Trustee Andrew A. Sauder
3. Roll Call – Trustee Treiber
4. Pledge of Allegiance
5. Public Comment
Please keep comments to 5 minutes or less
6. Consent Agenda
 - a. [Motion to Approve the Regular Special Village Board Meeting Minutes Dated April 5, 2023](#)
 - b. [Motion to Accept the Warrants Lists in the Amounts of \\$459,098.58 and \\$427,023.66](#)
7. Other Agenda Items
 - a. Gregg Goetz 20 Years of Service Recognition
 - b. [Motion to Approve an Ordinance Amending the Number of Class A Liquor Licenses \(Club Copa Cabana\)](#)
 - c. [Motion to Approve an Ordinance Authorizing Renewal of Aggregation Program for Electrical Load](#)
 - d. [Discussion and Direction on a Temporary Structure for Aliano's Ristorante](#)
 - e. [Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Engineering Services Agreement with Baxter & Woodman Consulting Engineers for a Sanitary Sewer Condition Assessment in an Amount not-to-exceed \\$42,800](#)
 - f. [Discussion and Direction Regarding the Future Staffing of The Depot](#)

- g. Motion to Approve a Resolution Approving an Amendment to the Agreement with Synagro Central LLC for the Hauling and Land Application of Biosolids
- h. Motion to Approve an Ordinance Amending Chapter 111 of the Village of East Dundee Village Code to Amend the Massage Establishments and Services, General Provisions and Licensing Provisions to Allow Salons and Spas to Provide Massage Services as an Accessory Use
- i. Motion to Approve an Ordinance Amending Section 157.050 of the Village of East Dundee Village Code Allowable Uses Table to Allow Massage Establishments and Massage Services as a Special Use and to Allow Accessory Use Massage Services Exceptions as a Permitted Use in the B-1, B-2, and B-3 Business Districts
- j. Motion To Authorize the Village Administrator to Execute a Change Order in the Amount of \$41,836.05 to the Contract with Plote Homes, LLC that was Approved on October 17, 2022 for the Replacement of All Windows in the Village Hall and Other Interior Improvements
- k. Discussion and Consideration of Staff's Recommendation of the Selection of Beer/Wine and Food Vendors for the 2023 Event Season

8. Village President and Board Reports

9. Staff Reports

10. 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.

11. Adjournment

CALL TO ORDER

President Lynam calls to order the Village of East Dundee Special Village Board Meeting at 5:30 p.m.

ROLL CALL:

Trustees Brittin, Savino, Treiber, Sauder, Mahony, Kunze and President Lynam.

Also in attendance: Finance and Administrative Services Director Brandiss Martin, Director of Public Works Phil Cotter, and Assistant to the Village Administrator Franco Bottalico

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT:

Maurice Martin – Resident of East Dundee

Mr. Martin thanked the Board for considering this item.

Ben Douglas Gay – Resident of East Dundee

Mr. Gay related a reading regarding the impacts on oak trees. He noted that he would like to see a map of the spraying, and welcomed any other comments on other methods that may have been considered.

June Keibler – Resident of Dundee Township

Ms. Keibler stated that there's an endangered orchid in the township that is pollinated by a different moth and caterpillar. She asked to give consideration to other species of moths and caterpillars. She thanked the Board for their efforts.

Dave Peterson – Executive Director of the Dundee Township Park District

He stated he faced a similar infestation in 2009/2010 at Randall Oaks Farm where they took measures to mitigate it. At that time the Park District conducted sprayings in 2009 and 2010 to combat this and after 2010 they never had any issues and that Btk resolved the problem. He noted that was the only park out of 42 parks that was infested. He supports this effort.

Ruth Cleveland – Resident of East Dundee

Ms. Cleveland stated that she and her neighbor noticed the spongy moth droppings near their oak trees. She asked for help in the area of Lincoln Ave to be included in the treatments.

CONSENT AGENDA: None

OTHER AGENDA ITEMS:

- a. Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Agreement with Hendrickson Flying Service, Inc., of Rochelle, Illinois, to Complete Two Aerial Applications of BTK to Eradicate Spongy Moth Caterpillars in the Village of East Dundee in the Amount of \$52,400**

Motion to approve a resolution authorizing the Village Administrator to enter into an agreement with Hendrickson Flying Service, Inc., of Rochelle, Illinois, to complete two aerial applications of BTK to eradicate Spongy Moth caterpillars in the Village of East Dundee in the amount of \$52,400 by Kunze/Mahony.

Discussion:

Trustee Brittin asked Director of Public Works Phil Cotter to address some of the comments and questions made during the public comment section. She also clarified that the map of the spraying is including in the meeting agenda packet for today's meeting.

Director of Public Works Phil Cotter related that according to the Dept. of Agriculture, BTK is the most effective means based on East Dundee's situation to eradicate this moth species from East Dundee. He stated there is no science to show that trunk ejecting is effective by the US Forest Service and IL Dept. of Agriculture.

Trustee Kunze commented that last year the Village tried the wrapping of the tree trunks. It was implemented and has not been effective in stopping them coming back. A discussion ensued.

Trustee Saviano asked Executive Director Dave Peterson if the Park District saw other species return to the sprayed trees after the spraying treatments were conducted. Mr. Peterson stated that that was correct.

Trustee Mahony asked Executive Director Dave Peterson what type of signage was implemented to notify people that spraying was going to occur. Mr. Peterson stated he was not working for the Park District at that time so he was unable to speak for that.

Trustee Brittin asked Director of Public Works Phil Cotter to address what the Village's plan is in marketing and notifying residents and businesses of the upcoming aerial spraying treatments if the Board approves this. Mr. Cotter stated that the Village would notify residents and businesses through a public information campaign through various outlets, which is also a requirement by the FAA. The contractor will provide the Village with what tools have been used in other municipalities as well.

Mr. Cotter commented on Trustee Saviano's previous inquiry if other species repopulate or recover after the treatment. He stated that the Spongy Moth will not recover from this, but other species will.

Trustee Mahony asked Director of Public Works Phil Cotter to inform them when the timing of the aerial spraying will take place. Mr. Cotter stated that the earliest the flying service has sprayed was April 30th but typically the earliest is around mid-May. The spraying would be early mornings typically around 6:00 am and 10:00 am. and wind speeds would have to be less than 10 mph.

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

FINANCIAL REPORTS: None

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: None

Brittin: None.

Kunze: None

Mahony: Trustee Mahony thanked the residents for showing up to the polls for yesterday's election and she noted that the turnout was 27.7% of registered voters compared to Kane Co.'s average of 16.6%.

Sauder: None

Saviano: None

Treiber: None

REPORTS: STAFF

Village Attorney: None
Public Works Director: None
Finance Director: None

EXECUTIVE SESSION: No

Motion to adjourn the Special Village Board meeting by Brittin/Sauder.
Motion carries by voice vote. Meeting adjourns.

Respectfully submitted,

Franco Bottalico

By: _____
Village President, Jeffrey Lynam

Attest: _____
Deputy Village Clerk, Franco Bottalico

FY23

VILLAGE OF EAST DUNDEE

Report dates:
5/1/2023-5/1/2023Page: 1
Apr 27, 2023 10:36AM

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AMS MECHANICAL SYSTEMS, INC					
9936-4	QTRLY MAINT BILLI	04/18/2023	2,259.50		01-21-5121
Total AMS MECHANICAL SYSTEMS, INC:			2,259.50		
ASSURANT FIRE PROTECTION, LLC					
16829	FIRE EXT INSP	04/17/2023	420.00		01-12-5110
16829	FIRE EXT INSP	04/17/2023	420.00		01-21-5121
16829	FIRE EXT INSP	04/17/2023	420.00		01-31-5110
16829	FIRE EXT INSP	04/17/2023	420.00		01-31-5195
16829	FIRE EXT INSP	04/17/2023	420.00		01-31-5196
16829	FIRE EXT INSP	04/17/2023	420.00		60-33-5110
16829	FIRE EXT INSP	04/17/2023	840.00		60-33-5111
Total ASSURANT FIRE PROTECTION, LLC:			3,360.00		
BAXTER AND WOODMAN CONSULTING ENGINEERS					
245323	DESIGN ENG FOR WATER ST W	04/24/2023	2,272.50		34-01-5950
245221	I&I INSPECTION	04/24/2023	8,260.00		60-33-5220
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			10,532.50		
CATHODIC PROTECTION MANAGEMENT, INC					
10419	CATHODIC PROTECTION - 2 TO	04/13/2023	475.00		60-33-5130
Total CATHODIC PROTECTION MANAGEMENT, INC:			475.00		
CINTAS FIRST AID & SAFETY					
4152306686	MATS - VH	04/12/2023	28.02		01-12-5110
4153673394	FLOOR MATS - VH	04/26/2023	28.02		01-12-5110
4152306695	MATS PD	04/12/2023	45.68		01-21-5121
Total CINTAS FIRST AID & SAFETY:			101.72		
CLARK HILL PLC					
1304711	LEGAL SERV	04/18/2023	5,414.00		01-12-5230
1304711	LEGAL SERV	04/18/2023	177.50		01-21-5230
Total CLARK HILL PLC:			5,591.50		
COM ED					
041323	COM ED VH	04/13/2023	261.96		01-31-5510
041323	COM ED STREETS	04/13/2023	150.68		28-01-5510
Total COM ED:			412.64		
CURRAN CONTRACTING COMPANY					
26652	ASPHALT COLD PATCH	04/12/2023	1,723.60		01-31-5150
Total CURRAN CONTRACTING COMPANY:			1,723.60		
DOWN TO EARTH LANDSCAPING					
84115	SOIL	04/20/2023	60.00		01-31-5110
84114	SOIL AND SEED	04/20/2023	300.00		01-31-5150

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DOWN TO EARTH LANDSCAPING:			360.00		
DUNDEE TOWNSHIP HISTORICAL SOCIETY					
042123	DONATION	04/21/2023	2,500.00		01-12-6005
Total DUNDEE TOWNSHIP HISTORICAL SOCIETY:			2,500.00		
DW-SERVANT FUND (EAST DUNDEE) LLC					
1 042723	BDD DUNDEE GATEWA	04/27/2023	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
EAST DUNDEE POLICE PENSION FUND					
043023	PENSION CONTRIBUT	04/30/2023	328,992.00		01-21-5055
Total EAST DUNDEE POLICE PENSION FUND:			328,992.00		
ELROD FRIEDMAN LLP					
033123	PROFESSIONAL SERVICES	03/31/2023	10,961.50		01-12-5230
033123	TIF 3 DOWNTOWN	03/31/2023	2,501.50		39-01-5230
033123	PAL LAND LLC	03/31/2023	1,105.50		85-01-2382
033123	590 HEALY RD	03/31/2023	1,798.00		85-01-2395
Total ELROD FRIEDMAN LLP:			16,366.50		
FIRST RESPONSE					
53728	VH FIRST AID SUPPLIE	04/23/2023	68.00		01-12-5630
53729	VH FIRST AID	04/23/2023	94.45		01-21-5630
53730	PWG FIRST AID	04/23/2023	34.45		01-31-5630
53731	VH FIRST AID - WWTP	04/23/2023	65.60		60-33-5630
53732	FIRST AID KIT RES	04/23/2023	65.25		60-33-5630
Total FIRST RESPONSE:			327.75		
FLUID TECHNOLOGIES PUMPS AND CONTROLS					
230498	PRV AT REGAN ST	04/13/2023	210.00		60-33-5140
Total FLUID TECHNOLOGIES PUMPS AND CONTROLS:			210.00		
HAWKINS, INC.					
6447728	WTP CHEMICALS	04/15/2023	240.00		60-33-5650
6447729	WTP CHEMICALS	04/15/2023	10.00		60-33-5650
Total HAWKINS, INC.:			250.00		
HELPING HAND IT					
23-42787	IT SERVICES	04/14/2023	1,727.96		01-12-5286
23-42803	IT SERVICES	04/18/2023	7,432.44		01-12-5286
23-42811	IT SERVICES	04/18/2023	70.00		01-12-5286
Total HELPING HAND IT:			9,230.40		
ILLINOIS PUBLIC RISK FUND					
79373	W/C ADMIN	04/12/2023	779.21		01-12-5520
79373	W/C FIN	04/12/2023	584.41		01-14-5520
79373	W/C PD	04/12/2023	3,183.71		01-21-5520

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
79373	W/C BLDG	04/12/2023	389.61		01-25-5520
79373	W/C W/S	04/12/2023	592.13		01-31-5520
79373	W/C PW	04/12/2023	562.93		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			6,092.00		
IMPACT NETWORKING					
2936089	WASTE TONER SHIPMENT	04/21/2023	6.50		01-12-5340
2936089	WASTE TONER SHIPMENT	04/21/2023	6.50		01-14-5340
2936089	WASTE TONER SHIPMENT	04/21/2023	6.50		01-25-5340
Total IMPACT NETWORKING:			19.50		
LAKE JULIAN CONTRACTING INC					
1241	VAC FIRE HYDRANT FOR LEAK	04/13/2023	1,050.00		60-33-5140
Total LAKE JULIAN CONTRACTING INC:			1,050.00		
LAUTERBACH & AMEN, LLP					
75145	AUDIT POLICE PENSION CONT	02/20/2023	1,000.00		01-14-5210
Total LAUTERBACH & AMEN, LLP:			1,000.00		
M.E. SIMPSON COMPANY INC					
40286	WATER VALVE EXERCISING	04/17/2023	10,625.00		60-33-5140
Total M.E. SIMPSON COMPANY INC:			10,625.00		
MCGINTY BROTHERS INC.					
243664	TREAT VILLAGE CHRISTMAS T	04/15/2023	140.00		01-31-5190
Total MCGINTY BROTHERS INC.:			140.00		
MENARDS - CARPENTERSVILLE					
4450	CABOOSE LOT GARBAGE GAT	04/06/2023	8.99		01-31-5195
Total MENARDS - CARPENTERSVILLE:			8.99		
MIDWEST SALT					
467877	COARSE SALT	04/17/2023	436.00		60-33-5650
Total MIDWEST SALT:			436.00		
PAUL TSUPIN					
42623	FACADE GRANT REIMB	04/26/2023	23,751.96		34-01-5876
Total PAUL TSUPIN:			23,751.96		
SHARP EXPRESS					
102422 FORD	TRUCK #29	10/24/2022	1,185.68		01-31-5120
122022 36	TRUCK 36 SERV	12/20/2022	350.00		01-31-5120
122122 36	TRUCK 36 SERVICE	12/21/2022	1,979.40		01-31-5120
122722 35	TRUCK 35 SERV	12/27/2022	2,410.30		01-31-5120
93	TRUCK #24	04/18/2023	2,745.00		01-31-5120
022123 SKID	SKID STEER	02/21/2023	255.00		01-31-5130
011323 PLOW	SHOW PLOW REPAIR	01/13/2023	1,170.00		01-31-5160
93	TRUCK #24	04/18/2023	2,745.00		60-33-5120

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total SHARP EXPRESS:			12,840.38		
SIGN A RAMA					
11717	RIGHTS POSTER	04/11/2023	105.52		01-21-5450
Total SIGN A RAMA:			105.52		
SIKICH					
5734	AUDIT	01/03/2023	2,600.00		60-33-5210
Total SIKICH:			2,600.00		
SMITH ECOLOGICAL SYSTEMS					
24239	REBUILD CHLORINE GAS FEED	04/13/2023	2,298.90		60-33-5130
Total SMITH ECOLOGICAL SYSTEMS:			2,298.90		
STAY MASONRY & CONSTRUCTION, INC					
41223-02	BUILDING REPAIR - PROJECT C	04/12/2023	1,500.00		32-31-6090
Total STAY MASONRY & CONSTRUCTION, INC:			1,500.00		
TRUE PATRIOTS CARE					
042123	WREATH DONATION	04/21/2023	1,500.00		01-12-6010
Total TRUE PATRIOTS CARE:			1,500.00		
VERIZON WIRELESS					
9932129917	VERIZON ADMIN	04/10/2023	56.30		01-12-5320
9932129917	VERIZON FIN	04/10/2023	92.31		01-14-5320
9932129917	VERIZON PD	04/10/2023	288.40		01-21-5320
9932129917	VERIZON B&Z	04/10/2023	56.30		01-25-5320
9932129917	VERIZON SWR/WTR	04/10/2023	291.77		01-31-5320
9932129917	VERIZON PW	04/10/2023	200.43		60-33-5320
9932523617	W/WW DIALER MODEMS	04/14/2023	37.16		60-33-5320
Total VERIZON WIRELESS:			1,022.67		
VIQ SOLUTIONS, INC					
1726	TRANSCRIPTION SERVICES	04/15/2023	201.48		01-21-5290
Total VIQ SOLUTIONS, INC:			201.48		
WAGeworks, INC					
5094831	HEALTHCARE BENEFIT	04/25/2023	176.00		01-12-5060
Total WAGeworks, INC:			176.00		
WASTE MANAGEMENT OF ILLINOIS					
9138-2776-2	DISPOSAL OF MISC MATERIAL	04/17/2023	384.00		01-31-5570
Total WASTE MANAGEMENT OF ILLINOIS:			384.00		
WEX INC					
88665562	FUEL CHARGES PD	04/23/2024	3,766.73		01-21-5620
88665562	B&Z FUEL	04/23/2024	59.42		01-25-5620

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
88665562	FUEL CHARGES PW	04/23/2024	1,225.41		01-31-5620
88665562	FUEL CHARGES WS	04/23/2024	954.84		60-33-5620
Total WEX INC:			6,006.40		
WILLIAM C ZELSDORF					
041223	DEPOT 041223-041623	04/23/2023	240.00		01-12-6010
041223	DEPOT 4/19-4/23/23	04/23/2023	240.00		01-12-6010
Total WILLIAM C ZELSDORF:			480.00		
Grand Totals:			459,098.58		

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.
- Invoice.Batch = "FY23"

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AYRE PRODUCTIONS					
052523	TT STAGE RENTAL	01/27/2023	9,920.00		01-37-5330
Total AYRE PRODUCTIONS:			9,920.00		
B&F CONSTRUCTION CODE SERVICES INC					
17519	INSPECTIONS	04/20/2023	45.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			45.00		
BLUE CROSS BLUE SHIELD					
050123	BCBS ADMIN	05/01/2023	4,933.30		01-12-5060
050123	BCBS FIN	05/01/2023	1,317.10		01-14-5060
050123	BCBS PD	05/01/2023	28,103.23		01-21-5060
050123	BCBS BLDG	05/01/2023	1,786.32		01-25-5060
050123	BCBS PW	05/01/2023	5,864.43		01-31-5060
050123	BCBS EMP CONTRIB	05/01/2023	5,026.23		27-01-2207
050123	BCBS RETIREES	05/01/2023	5,966.51		27-01-2210
050123	BCBS WTR/SWR	05/01/2023	8,085.58		60-33-5060
Total BLUE CROSS BLUE SHIELD:			61,082.70		
COMPSYCH					
23050005	EMOLOYEE ASSISTAN	04/03/2023	1,000.00		01-12-5090
Total COMPSYCH:			1,000.00		
DELAP, LUCY					
030723	MOTOR MONDAY PC	03/07/2023	141.78		01-37-5340
Total DELAP, LUCY:			141.78		
DUNDEE TOWNSHIP PARK DISTRICT					
042023	FAMILY FUN NIGHT DONATION	04/20/2023	200.00		01-37-5631
Total DUNDEE TOWNSHIP PARK DISTRICT:			200.00		
ELINEUP LLC					
1253	IL PBA ELINEUP SO	03/07/2023	600.00		01-21-5410
Total ELINEUP LLC:			600.00		
FUN FUNKY FAB					
042523	FACE PAINTING WDW DEP	04/25/2023	126.00		01-37-5290
042523	FACE PAINTING OKT FEST DEP	04/25/2023	360.00		01-37-5290
042523	FACE PAINTING DICKENS DEP	04/25/2023	112.50		01-37-5290
Total FUN FUNKY FAB:			598.50		
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY					
L17-2616 0601	WASTEWATER LOAN I	04/17/2023	212,343.16		60-33-5800
L17-2879 0601	DRINKING WATER LOAN	04/17/2023	88,436.78		60-33-5801
L17-2616 0601	INTEREST	04/17/2023	22,186.91		60-33-5820
L17-2879 0601	LOAN INTEREST	04/17/2023	10,495.72		60-33-5820
Total ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:			333,462.57		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ILLINOIS MUNICIPAL TREASURER ASSOCIATION					
050123	MEMBERSHIP FEE	05/01/2023	70.00		01-14-5410
Total ILLINOIS MUNICIPAL TREASURER ASSOCIATION:			70.00		
IMPACT NETWORKING					
2934146	COPIER C368 CONTRACT	04/20/2023	222.20		01-12-5340
Total IMPACT NETWORKING:			222.20		
INDESTRUCTO RENTAL COMPANY, INC					
031623	OCTOBER FEST	03/16/2023	4,800.00		01-37-5330
Total INDESTRUCTO RENTAL COMPANY, INC:			4,800.00		
LEADSONLINE					
403875	LEADS RENEWAL	03/15/2023	2,419.00		01-21-5410
Total LEADSONLINE:			2,419.00		
POWER DMS					
186042	POLICY MGMT SOFTW	05/01/2023	4,361.99		01-21-5130
Total POWER DMS:			4,361.99		
PRINCIPAL LIFE INSURANCE CO					
050123	ADMIN VIS DENT LIFE	05/01/2023	314.37		01-12-5060
050123	FIN VIS DENT LIFE	05/01/2023	122.03		01-14-5060
050123	PD VIS DENT LIFE	05/01/2023	1,985.36		01-21-5060
050123	BLDG VIS DENT LIFE	05/01/2023	134.79		01-25-5060
050123	PW VIS DENT LIFE	05/01/2023	468.23		01-31-5060
050123	EMP CONT VIS DENT LIFE	05/01/2023	755.68		27-01-2208
050123	W/S VIS DENT LIFE	05/01/2023	634.46		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			4,414.92		
THE EMPIRE AGENCY					
092323	THE PRINCE EXPERIENCE	04/19/2023	3,000.00		01-37-5290
Total THE EMPIRE AGENCY:			3,000.00		
XYLEM WATER SOLUTIONS USA					
70122	LIFT STATION ICLLOUD	04/17/2023	685.00		60-33-5291
Total XYLEM WATER SOLUTIONS USA:			685.00		
Grand Totals:			427,023.66		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
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Report Criteria:

- Detail report.
 - Invoices with totals above \$0.00 included.
 - Paid and unpaid invoices included.
 - Invoice.Batch = "SY23"
-

Memorandum



To: Village President and Board of Trustees
Liquor Commissioner

From: Erika Storlie, Village Administrator
Katherine Diehl, Village Clerk

Subject: Request for Liquor License by Club Copa Cabana

Date: May 1, 2023

Action Requested:

Staff submits for Village Board consideration for approval an ordinance amending the number of Class A liquor licenses for Club Copa Cabana located at 940 Dundee Ave, East Dundee IL.

Summary:

The Village has received a request for a Class A liquor license from Club Copa Cabana located at 940 Dundee Avenue, East Dundee, IL 60118. The definition of a Class A liquor license is as follows:

Class A; Tavern

For the retail sale, on the premises specified of all kinds of legalized alcoholic liquors for consumption on the premises as well as other retail sales of the alcoholic liquors which include sales by original package to be consumed off the premises where sold. Beer and wine, in the original package, however, may be sold for consumption on the premises where sold.

Club Copa Cabana currently holds a Class G Banquet liquor license. The owner would like to expand the business and utilize their 2nd banquet room with a full-service bar and host entertainment such as Karaoke and live bands.

Representatives of Club Copa Cabana will be in attendance at the May 1st Village Board meeting to answer any questions.

Attachments

Ordinance Amending the Number of Class A Liquor Licenses (Club Copa Cabana)

Ordinance No. _____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING THE NUMBER OF CLASS A LIQUOR LICENSES
(Club Copa Cabana)

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, Article IV of the Liquor Control Act (235 ILCS 5/4-1) authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcoholic liquor; and,

WHEREAS, The Village has received a request for a Class A liquor license for Club Copa Cabana located at 940 Dundee Ave, East Dundee, IL 60118.

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

Section 1: That Section 116.05(B) of the Code of the Village of East Dundee, as amended, be and is hereby amended by changing to the list of authorized licenses for Class A as follows:

Classification	Number Permitted
“A	5”

Section 2: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Phil Cotter, Public Works Director
Subject: Electric Aggregation – Residential Service
Date: May 1, 2023

Action Requested:

Staff requests Village Board approval authorizing the execution of a contract with NIMEC (Northern Illinois Municipal Electric Collaborative) to bid for electric service supplier on behalf of East Dundee residential customers.

Summary:

To restart a Municipal Electric Aggregation program for residents and small businesses to find a fixed rate below the ComEd rate with the lowest bid supplier, NIMEC, will go to bid to find the lowest rate for East Dundee residents. The 2023-24 ComEd rate will be released in May, and run from June 2023 to May 2024. This resolution will give the Village President signing authority to ensure that the supplier's rates are below the ComEd rate.

Background

Municipal electric aggregation has achieved great success and favorability across Illinois since 2011, cumulatively saving hundreds of millions of dollars for residents in communities that have implemented the programs. East Dundee residents approved aggregation with a referendum vote in 2012. Using a group purchase philosophy, different suppliers other than ComEd can offer lower rates. Residents will not see a change in their billing from ComEd, or their delivery of their power.

East Dundee previously ran a program from 2012 to 2014 to help residents reduce their costs. The program expired when residents could no longer find substantial savings. The current market may offer significant savings, so it makes sense to investigate the possibility.

How it Works:

- Residents currently using ComEd as their power supplier are automatically opted into the program to achieve savings and green energy. There are no next steps needed to participate in the program.

- Any resident participating in the program can Opt Out at any point of the program with no cost or early cancellation fee.
- Residents with a different supplier will be informed about the program, but they will not be opted in to the program. If they would like to join the program, they could contact the supplier.

All residents receive notice of the program through letters on East Dundee letterhead. They will have 21 days to Opt Out, or to Opt In for the start of the program. However, residents can Opt In or Out of the program at any point for no additional fee. NIMEC will help answer any questions from residents to take the burden off the East Dundee staff.

If significant savings is not achieved, the Village will not go forward with the program. A representative from NIMEC will attend the board meeting to give a brief presentation about the program.

Attachments:

Ordinance

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING RENEWAL OF
AGGREGATION PROGRAM FOR ELECTRICAL LOAD**

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village of East Dundee, Illinois (“Village”) submitted the question to referendum in 2012 and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in 2012,

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the Village to restart the aggregation program under the Act as an opt-out program.

NOW THEREFORE, BE IT ORDAINED by the Village Board of the Village of East Dundee, Cook County, Illinois, As Follows:

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) the Corporate Authorities of the Village are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.
- C. As an opt-out program, the Corporate Authorities of the Village shall inform residential and small commercial retail customers in advance that they have

the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.

- D. The Corporate Authorities hereby grant the [Mayor/Village Manager] or his designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village.
- E. The Village will engage NIMEC, who will solicit bids and consult with the Village in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process and provide assistance to residents with questions.

SECTION 3: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS _____ DAY OF _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Village Clerk

APPROVED THIS _____ DAY OF _____, 2023.

Mayor

ATTEST:

Village Clerk

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Chris Ranieri, Building Inspector
Subject: Temporary Structure – Aliano’s
Date: May 1, 2023

Action Requested:

Staff requests the Village Board discuss and provide direction on a temporary structure for Aliano’s Ristorante (310 N River St, East Dundee, IL 60118).

Summary:

Aliano’s has outdoor patio seating that is covered by a tent for a portion of the year. The code requires that temporary structures be removed after 180 days. Last spring, Aliano’s requested the Village Board allow them to leave the “roof” of the tent up and take down the side walls, despite it being a temporary structure in place for more than 180 days. The Village Board granted this extension, and the current extension expires on May 16, 2023.

This year the Village has been notified that the business is in the process of selling to a new owner and the sale is contingent upon the extension of the use of the temporary structure. In light of this, the current owners are requesting of the village board another 1-year extension. The current owners advise that the prospective new owners have been advised that the temporary structure needs to be converted to a permanent structure that abides by current building codes. Additionally, current owners advise that the Italian Fest scheduled for August will go forward under the new ownership.

If the Village Board wishes to allow for one additional year of the temporary structure, they must authorize the building official to grant an extension.

Attachments:

Temporary Structures Building Code
Photo of dining tent at Aliano’s

SECTION 108 TEMPORARY STRUCTURES AND USES

[A] **108.1 General.** The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

[A] **108.2 Conformance.** Temporary structures and uses shall comply with the requirements in Section 3103.

[A] **108.3 Temporary power.** The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

[A] **108.4 Termination of approval.** The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 3103 TEMPORARY STRUCTURES

3103.1 General. The provisions of this section shall apply to structures erected for a period of less than 180 days. Tents and other membrane structures erected for a period of less than 180 days shall comply with the *International Fire Code*. Those erected for a longer period of time shall comply with applicable sections of this code.

3103.1.1 Permit required. Temporary structures that cover an area in excess of 120 square feet (11.16 m²), including connecting areas or spaces with a common means of egress or entrance which are used or intended to be used for the gathering together of 10 or more persons, shall not be erected, operated or maintained for any purpose without obtaining a permit from the building official.

3103.2 Construction documents. A permit application and construction documents shall be submitted for each installation of a temporary structure. The construction documents shall include a site plan indicating the location of the temporary structure and information delineating the means of egress and the occupant load.

3103.3 Location. Temporary structures shall be located in accordance with the requirements of Table 602 based on the fire-resistance rating of the exterior walls for the proposed type of construction.

3103.4 Means of egress. Temporary structures shall conform to the means of egress requirements of Chapter 10 and shall have a maximum exit access travel distance of 100 feet (30 480 mm).







Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Engineering Services Agreement – Sanitary Sewer Condition Assessment

Date: May 1, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute an engineering services agreement with Baxter & Woodman Consulting Engineers to conduct a Sanitary Sewer Condition Assessment associated with an Inflow & Infiltration Study in an amount not-to-exceed \$42,800.

Funding Source:

SY 2023 Budget, Water and Sewer Operating Fund, 60-33-5220.

Summary:

The Village has initiated an *Inflow & Infiltration (I&I) Study* of the Village's sanitary sewer system which is targeting the Flats neighborhood and the downtown area. *Inflow* occurs when stormwater enters the sanitary sewer system and *Infiltration* occurs when groundwater enters the sanitary sewer system – all through structural defects and cracks in private laterals, sewer main pipes, leaky manholes, and improperly connected storm drains, downspouts and sump pumps. During rainy periods, excess I&I can surcharge sanitary sewers that are not designed or constructed to accommodate combined (sanitary and storm) flows and can cause backups into homes and businesses. Also, excess I&I routinely increases flows of wastewater into the wastewater treatment plant that would otherwise be conveyed to natural waterways via storm sewer systems.

The ongoing I&I Study is comprised of essentially the following three phases:

- I. ***Manhole inspections*** – Phase I, which is nearly complete, involves the inspections of sanitary manholes and will identify those that are allowing storm/ground water into the sanitary sewer system. These manholes will be targeted for repair.
- II. ***Smoke Testing*** – Phase II involves smoke testing of the Village's sanitary sewer system. Smoke testing is a means to quickly identify cross connections with storm drain lines,

structural defects in sanitary sewer pipes and structures, and locates illegal private connections such as downspouts and surface drains which can be a significant source of *Inflow* during rain events. The smoke testing process introduces a supply of smoke into sanitary sewer mains and structures. Smoke visible outside of the injection point will indicate leaks in the sanitary sewer system which will be located and logged/documentated for further investigation and/or repair.

- III. If necessary, Phase III would involve close-circuit televising (CCTV) and/or dye-water testing to further identify sources of I&I.

Subsequent to the completion of Phases I and II, a report will be generated with recommendations and cost estimates for reducing I&I in the designated areas of the Village. This report will also indicate whether Phase III is necessary. Attached hereto is a proposal from Baxter & Woodman to perform smoke testing in the Flats and downtown area. Accordingly, staff recommends approving an agreement to perform the proposed smoke testing in an amount not-to-exceed \$42,800.

This I&I Study is particularly important for the Flats neighborhood and downtown area due to their close proximity to the Fox River and an elevated groundwater table. Residents and businesses will be noticed (sample notice attached hereto) in advance of the smoke testing event. It is important to note that the smoke used in this study is a non-toxic, non-burning smoke product. The notice sent to the affected residents and business will explain why the work is being conducted.

Attachments:

Resolution

Proposal

Sample Notice

RESOLUTION NUMBER ____-23

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN
ENGINEERING SERVICES AGREEMENT WITH BAXTER & WOODMAN
CONSULTING ENGINEERS, OF CRYSTAL LAKE, ILLINOIS, FOR A SANITARY
SEWER CONDITION ASSESSMENT IN AN AMOUNT NOT-TO-EXCEED \$42,800**

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 maintains and improves its sanitary sewer system; and

WHEREAS, the Village desires to prevent stormwater and groundwater from entering into the Village’s sanitary sewer system; and

WHEREAS, the Village desires to retain Baxter & Woodman Consulting Engineers to conduct a Sanitary Sewer Condition Assessment associated with an Inflow & Infiltration Study; and

WHEREAS, Village Staff recommends Village Board approve a resolution authorizing the Village Administrator to enter into an agreement with Baxter & Woodman Consulting Engineers of Crystal Lake, Illinois to conduct a Sanitary Sewer Condition Assessment associated with an Inflow & Infiltration Study in an amount not-to-exceed \$42,800.

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 Baxter & Woodman Consulting Engineers of Crystal Lake, Illinois to conduct a Sanitary Sewer Condition Assessment associated with an Inflow & Infiltration Study in an amount not-to-exceed \$42,800 and further authorize and direct the Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

ADOPTED this 1st day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 1st day of May, 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.

February 16, 2023

Mr. Phil Cotter
Public Works Director
Village of East Dundee
225 Prairie Lake Road
East Dundee, IL 60118-1311

Subject: East Dundee – 2023 Sanitary Sewer Condition Assessment

Dear: Mr. Cotter:

Baxter & Woodman, Inc. is pleased to submit this proposal to perform Smoke Testing in the Downtown / Flats area. The entire study area consists of approximately 71 sanitary and 16,000 L.F. of sanitary sewer. Dukes Root Control will be used as a subcontractor.

Scope of Services

1. SMOKE TESTING
 - A. Smoke testing of approximately 16,000 feet of tributary sewer in accordance with NASSCO Performance Specification Guideline.
 - B. NASSCO certified operators for manholes, pipelines and laterals.
 - C. Two (2) smoke testing units.
 - D. Provide a draft resident notification letter describing the work and precautions to take, to be put on Village letterhead and mailed to the affected residents by the Village.
 - E. Provide public notification door tags.
 - F. Call Center for resident questions.
 - G. Notification to appropriate Police and Fire Department.
 - H. Posting of Signs in the neighborhoods prior to smoke testing project.
 - I. Report identifying defects with pictures; green marking paint (or flags) for each defect observed including smoke exfiltration from: Roof gutters, Sewer cleanouts, Leakage in house laterals, Patio or area drains, Storm drain cross connections, Manholes, Sewer vents (lack of smoke), other sources not stated above.
 - J. Each smoke defect shall include an address, accompanied by a photograph.
 - K. Database format for defects per NASSCO smoke testing code standards.
 - L. Paper and electronic formats delivered.
 - M. Cellular device grade GPS points for each defect.
 - N. Provide rehabilitation costs for recommended repairs.

2. REPORT

- A. Prepare a written report detailing the results of the work, conclusions and recommendations.
- B. Provide rehabilitation costs for recommended repairs.

Engineering Fee

Our engineering fee for the stated scope of services is based upon our standard hourly rates of compensation for actual work time performed plus reimbursement for out-of-pocket expenses including travel, which in total will not exceed \$42,800.

We appreciate the opportunity to work with the Village on this project. If you have any questions or need additional information, please do not hesitate to call me at 815-444-3288.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable, **please sign below and return a copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President

Village of East Dundee, IL

AUTHORIZED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. (“BW”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

Owner’s Responsibility – Provide BW with all criteria and full information for the “Project”, which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards (“Owner Affiliates”) without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW’s work shall be extended and the rates and amounts of BW’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW’s opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor’s methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW’s opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors’ work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW’s review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW’s consideration of a component does not constitute acceptance of the assembled item; (10) BW’s site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate	General
Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim	
	\$2 million aggregate		\$5 million aggregate	
Automobile Liability:	\$1 million combined single limit			

In no event will BW’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW’s under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW’s directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

Date, 2023

VILLAGE LETTERHEAD

Subject: Smoke Testing of Sewers in Your Neighborhood

Dear Resident:

In its ongoing efforts to improve the level of service to its customers, the Village of East Dundee is conducting a smoke testing program to locate sources of storm/ground water that enter the sanitary sewer system during significant rain events, which can overload sewers and cause sewage backup into homes. The consulting engineering firm of Baxter & Woodman, Inc. and Duke's Root Control have been hired to help with this work.

The smoke testing work relies on dry conditions and will tentatively be taking place in your neighborhood between (insert dates), weather permitting. There will be signs posted in your neighborhood the day the work will be conducted. Door hangers will also be issued approximately two to three days before the smoke testing begins as a reminder.

Smoke testing involves pressurizing the sanitary sewers with a non-toxic, non-flammable liquid smoke. The smoke will rise from manholes, vent stacks located on the top homes/buildings, and from the ground in areas where sewers have defects. This process requires access to sanitary manholes located throughout the area. Technicians will wear yellow vests and may enter front, side and back yards to complete their work.

The smoke will not leave a residue and should not enter your home under most conditions. However, smoke may appear indoors from a floor drain or bathroom fixture trap that has become dry due to lack of use or defective sewer piping that allows sewer gases to directly enter your home. **If you have seldom used sinks or floor drains, please pour one-half (1/2) gallon of water into each seldom used sink or drain to fill the trap. This should prevent smoke from entering. A drain in the basement floor is the most likely location where a dried-up drain trap may be found.**

The smoke is non-toxic, creates no fire hazard, leaves no residue, dissipates quickly, and is harmless. However, if someone in your home has respiratory problems, you may wish to take extra precautions on your own, such as leaving your home until the smoke testing is completed. If smoke enters your home, open some windows to dissipate the smoke, take children and pets outside, and contact the smoke testing crew that will be working nearby or call the number listed on the back of the door hanger. If you have any doubt whether smoke may be from the smoke testing or from a fire, do not hesitate to call the Fire Department at 911.

Smoke testing is a procedure that has been widely and safely used for many years and is an important tool used in controlling water pollution. Your cooperation with this program is greatly appreciated. If you have questions regarding specifics of the upcoming work, please contact ____ at (____) ____ - ____.

Sincerely,

Phil Cotter
Director of Public Works
Village of East Dundee

Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator
Brandiss Martin, Finance and Administrative Services Director
Katherine Diehl, Village Clerk/Special Events Coordinator

Subject: Depot Staffing Discussion

Date: May 1, 2023

Action Requested:

Discuss and provide direction to staff regarding the future staffing of The Depot.

Summary:

The Village owns and maintains The Depot located at 319 N. River Street. It is staffed by Village-contractor, Bill Zelsdorf, five days per week (Wednesday through Sunday) from 10:00 am to 2:00 pm for a total of 20 hours per week. Mr. Zelsdorf is not a village employee but acts as a contracted employee.

Staff is in the process of procuring a contractor to renovate The Depot's bathrooms. The goal is to renovate and modernize the bathrooms and to close off the entrance to the interior of The Depot from the bathrooms' hallway. The bathrooms will still be accessible to the public from the exterior of The Depot. Likewise, the renovation will provide for updated technology in and outside of the facility to advertise events, local shops and restaurants, as well as other important community information. Renovation work is anticipated to begin the fall/winter of 2023.

Additionally, an RFP is currently open seeking potential operators for the Depot. Submissions from this RFP will be brought to the board for review in the coming months.

Further, staff consulted with the Village's risk management insurance firm who advised the following:

- A village contractor should have a well-defined contract;
- Contractor should procure worker's compensation insurance on his own that includes specific language with a volunteer endorsement. The endorsement would be for volunteers that Mr. Zelsdorf may have assisting him; and the insurance coverage can be

paid by the Village but is not recommended that the Village seeks the insurance coverage on Mr. Zelsdorf's behalf; and

- Due to potential exposure to the Village, it is advised not to continue the sale of food and beverages from The Depot. A vending machine would be an alternative.

Recommendation:

Staff is recommending the following:

1. Enter into a contractual agreement with Mr. Zelsdorf for customer service duties performed at The Depot from the period of May 1, 2023 through September 30, 2023.
2. Staff will assist Mr. Zelsdorf in securing worker's compensation insurance that will satisfy the recommendation of the Village's risk carrier. If necessary, the Village will pay for the insurance in an amount not to exceed \$1,500.
3. Sales of items to the public from the Depot should be discontinued, instead recommending places in the Village where items can be purchased.

Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Hauling and Land Application of Biosolids

Date: May 1, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute an amendment to the Village's current agreement with Synagro Central, LLC for the hauling and land application of biosolids through April 2024.

Funding Source:

Water & Sewer Operating Fund, Account No. 60-33-5287

Summary:

The SY2023 Budget appropriates \$36,000 for the hauling and land application of aerobically digested sewage sludge (biosolids) generated at the Village's wastewater treatment plant. This process is performed under permit with, and regulated by, the Illinois Environmental Protection Agency (IEPA). Biosolids (Class B sludge) are dewatered by two centrifuges and conveyed into a semi-truck trailer. Biosolids are then transported off-site and land applied on agricultural fields at various IEPA-regulated sites in central Illinois.

In 2022, approximately 1,150 cubic yards of biosolids from East Dundee's wastewater treatment plant were transported and land applied – which equates to approximately one hauling event per week. East Dundee's sludge operations are somewhat unique in that a sludge-filled semi-truck trailer is swapped out on a weekly basis with an empty trailer. The dimensions of the semi-truck trailer must be sized appropriately to fit inside the treatment plant's sludge building.

There are a limited number of contractors that have the capability to haul and land apply biosolids. Accordingly, staff solicited proposals from two contractors - Synagro Central and Dahm Enterprises. Synagro Central, the contractor that has provided this service to the Village since 2014, agreed to reduce their current unit price of \$36.75 per cubic yard to match Dahm's proposed unit price of \$34.50 per cubic yard. Staff has been pleased with the level of service that Synagro has provided the Village through the years and therefore recommends approving

an amendment to an agreement that was initially executed in 2014. The term for the proposed amendment is from May 2023 to April 2024.

Below is a photo of a semi-trailer filled with biosolids:



Attachments:

Resolution
Proposal

RESOLUTION NUMBER _____-23

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
APPROVING AN AMENDMENT TO THE AGREEMENT WITH SYNAGRO CENTRAL,
LLC FOR THE HAULING AND LAND APPLICATION OF BIOSOLIDS**

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’s wastewater treatment plant’s sludge operations generate aerobically digested sewage sludge (biosolids) throughout the year; and

WHEREAS, the Village has a need to transport and land apply biosolids that are generated at the wastewater treatment plant throughout the year; and

WHEREAS, the Village entered into an agreement with Synagro Central, LLC in June 2014 and has approved annual amendments to the original agreement for hauling and land applying biosolids; and

WHEREAS, the Village’s corporate authorities have determined that it is in the Village’s best interest to execute an amendment to the June 2014 agreement with Synagro Central, LLC for the hauling and land application of biosolids for the period of May 2023 to April 2024 ;

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 authorize the Village Administrator to execute an amendment to the June 2014 agreement with Synagro Central, LLC for the hauling and land application of biosolids for the period of May 2023 to April 2024.

ADOPTED this 1st day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 1st day of May, 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.

**AMENDMENT TO THE BIOSOLIDS HAULING & LAND
APPLICATION SERVICE CONTRACT BETWEEN**

THE VILLAGE of EAST DUNDEE, IL

AND

SYNAGRO CENTRAL, LLC

This Amendment is made as of April 26, 2023, to the original contract dated June 10, 2014 (as amended, modified, and supplemented as of the date hereof, the “Contract” Including amendment dated July 22, 2022) by and between the Village of East Dundee, IL and Synagro Central, LLC (Service Provider).

WHEREAS, the Village and Service Provider are parties to the agreement;
and

WHEREAS, the agreement expires by its terms on April 30, 2023;
and

WHEREAS, the Village and the Service Provider desire to extend the Agreement and amend certain of its items as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto intending to be legally bound hereby agree as follows:

1. **Term:** The term of the agreement will be extended for a period of twelve (12) months commencing on May 1, 2023, and continuing through April 30, 2024. The Contract may be extended for additional periods as mutually agreed in writing by both parties.
2. **Pricing:** The rate beginning May 1, 2023, shall be \$34.50 per cubic yard. Load size is assumed at 25 cubic yards per load.

2.B. Landfill – If alternate disposal is deemed necessary, both parties shall in good faith negotiate rates. East Dundee shall be responsible for all tip fees and developing and maintaining landfill disposal profiles.



3. Relief for Force Majeure/Uncontrollable Circumstances; Change in Law

Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

4. All other terms of the Agreement and previous Amendments are in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives on April 26, 2023

Synagro Central, LLC

Village of East Dundee, IL

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date



Memorandum



To: Village President and Board of Trustees
From: Franco Bottalico, Assistant to the Village Administrator
Subject: Amendments to Chapter 111 and of the Municipal Code
Date: May 1, 2023

Action Requested:

- 1.) Staff and the Planning and Zoning & Historic Commission ("PZHC") recommends Village Board approval of an ordinance amending Chapter 111 of the Village of East Dundee Village Code to amend the massage establishments and services, general provisions and licensing provisions to allow salons and spas to provide massage services as an accessory use.
- 2.) Staff and the PZHC recommends Village Board approval of an ordinance amending Section 157.050 of the Village of East Dundee Village Code allowable uses table to allow massage establishments and massage services as a special use and to allow accessory use massage services exceptions as a permitted use in the B-1, B-2, and B-3 Business Districts.

Summary:

Staff received an application for a special use permit from John and Carol Hayes of The Healing Cottage located at 113 Water St. to provide massage services as part of their personal care business at this location. Mrs. Hayes advised that massage services is not her primary use, but it will be an offered service at her business. This has prompted staff to submit a text amendment request to the PZHC to accommodate such services in certain business districts. The Municipal Code currently contains Chapter 111, *Massage Establishments and Services*, which permits massage establishments to be located in M-1 and M-2 as a special use per Section 157.065(A)(1)(f)(1).

On April 4, 2023, the PZHC held a public hearing regarding a proposed text amendment to add "Massage establishments and massage services as defined in Chapter 111" as "S" permitted by special use permit, and to add "Accessory use massage services as defined in Chapter 111" as "P" permitted by-right in the B-1 Downtown Business District, the B-2 Community Business District, and the B-3 Service Business District.

Staff and the PZHC are recommending the below text amendments to allow such a use in the B-1, B-2, and B-3 Business Districts as either a special use for a primary use, or a permitted by-right as an accessory use when not a primary service. Section 157.050(F)(1)(f)(1):

Allowable uses of land and buildings: <i>P: Permitted by-right</i> <i>S: Permitted by special use permit</i>	Downtown Business District (B-1)	Community Business District (B-2)	Service Business District (B-3)	Automotive Service Business District (B-4)	Office District (O-D)
(f) Service, contracting, storage and broadcasting uses.					
<i>1. Personal Services.</i>					
Barber shop	P	P	P		P
Beauty parlor	P	P	P		P
Permanent cosmetics, microblading, micropigmentation and similar care services	P	P	P		
Tattooing	S	S	S		
Ice cream shop	P	P	P	P	S
<u>Massage establishments and massage services as defined in Chapter 111.01</u>	<u>S</u>	<u>S</u>	<u>S</u>		
<u>Accessory use massage services as defined in Chapter 111.02 as Exceptions</u>	<u>P</u>	<u>P</u>	<u>P</u>		

Additionally, the PZHC recommended that staff amend Chapter 111, *Massage*, to clean up and not be too onerous or complex for accessory usage of this service. Staff recommends the below three text amendments to Chapter 111.

- I. Section 111.02 of the Village Code, entitled “Exceptions” is hereby amended as follows:
 - (A) This chapter shall not include hospitals, **medical offices**, nursing homes, sanitariums or persons holding an unrevoked certificate to practice the healing arts under the laws of the state or persons working under the direction of any such persons or in any such establishments.
 - (B) This chapter shall not apply to barbers or cosmetologists lawfully carrying out their particular profession or business **as an accessory use in accordance with the requirements set forth in §157.085** and holding a valid, unrevoked permit or certificate of registration issued by the state.
 - (C) **This chapter shall not apply to salons and spas providing massages as an accessory use in accordance with the requirements set forth in §157.085 and holding a valid, unrevoked permit or certificate of registration issued by the state.**

II. Section 111.45 of the Village Code, entitled "Operating Requirements" is hereby amended as follows:

(A) Every portion of a massage establishment, including appliances, apparatus and personnel shall be kept clean and operated in a sanitary condition.

(B) (1) All employees shall be clean and shall wear suitable clean outer garments whose use is restricted to the massage establishment.

(2) Provision of a separate dressing room for each sex must be available on the premises with individual lockers available for each employee and for each customer.

(3) The lockers shall be equipped with a key lock or number combination locking device.

(4) Doors to the dressing rooms shall open inward and shall be self-closing.

(5) Public areas such as the front entrance and lobby must be visible from the street when possible with an unobstructed view of the interior of the front entrance and lobby.

Attachment(s):

Ordinance – Chapter 111

Ordinance – Chapter 157

ORDINANCE NUMBER 23-_____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 111 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE TO AMEND THE MASSAGE ESTABLISHMENTS AND SERVICES, GENERAL PROVISIONS AND LICENSING PROVISIONS TO ALLOW SALONS AND SPAS TO PROVIDE MASSAGE SERVICES AS AN ACCESSORY USE.

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, Chapter 111 of the Village of East Dundee Village Code (“Village Code”) provides rules and regulations for the establishment of massage facilities; and

WHEREAS, the President and Board of Trustees have determined it to be in the best interest of the Village to amend the Village Code to allow salons and spas to provide massage services as an accessory use; 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: Incorporation. That the recitals above shall be and are hereby incorporated as Section 1 as if restated herein.

SECTION 2: Amendments. That the Village Code is hereby amended as follows, with additions underlined and deletions struck through:

AMENDMENT:

Section 111.02 of the Village Code, entitled “Exceptions” is hereby amended as follows:

- (A) This chapter shall not include hospitals, medical offices, nursing homes, sanitariums or persons holding an unrevoked certificate to practice the healing arts under the laws of the state or persons working under the direction of any such persons or in any such establishments.
- (B) This chapter shall not apply to barbers or cosmetologists lawfully carrying out their particular profession or business as an accessory use in accordance with the requirements set forth in §157.085 and holding a valid, unrevoked permit or certificate of registration issued by the state.
- (C) This chapter shall not apply to salons and spas providing massages as an accessory use in accordance with the requirements set forth in §157.085 and holding a valid, unrevoked permit or certificate of registration issued by the state.

* * *

Section 111.45 of the Village Code, entitled “Operating Requirements” is hereby amended as follows:

(A) Every portion of a massage establishment, including appliances, apparatus and personnel shall be kept clean and operated in a sanitary condition.

(B) (1) All employees shall be clean and shall wear suitable clean outer garments whose use is restricted to the massage establishment.

(2) Provision of a separate dressing room for each sex must be available on the premises with individual lockers available for each employee and for each customer.

(3) The lockers shall be equipped with a key lock or number combination locking device.

(4) Doors to the dressing rooms shall open inward and shall be self-closing.

(5) Public areas such as the front entrance and lobby must be visible from the street when possible with an unobstructed view of the interior of the front entrance and lobby.

* * *

(Intentionally left blank)

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

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid and 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.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be 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.

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

ORDINANCE NUMBER 23-_____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER §157.050 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE TO AMEND ALLOWABLE USES TABLE TO ALLOW MASSAGE ESTABLISHMENTS AND MASSAGE SERVICES AS A SPECIAL USE AND TO ALLOW ACCESSORY USE MASSAGE SERVICES EXCEPTIONS AS A PERMITTED USE IN THE B-1, B-2, AND B-3 BUSINESS DISTRICTS.

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, Chapter 111 of the Village of East Dundee Village Code (“Village Code”) provides rules and regulations for the establishment of massage facilities; and

WHEREAS, Chapter 157.050 of the Village Code provides for the general requirements for permitted, special and accessory uses in the B-1, B-2 and B-3 Business Districts; and

WHEREAS, Chapter 157.085 of the Village Code provides for regulations pertaining to accessory buildings and uses; and

WHEREAS, the President and Board of Trustees have determined it to be in the best interest of the Village to amend the Village Code to allow salons and spas to provide massage services as an accessory use; 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: Incorporation. That the recitals above shall be and are hereby incorporated as Section 1 as if restated herein.

SECTION 2: Amendments. That the Village Code is hereby amended as follows, with additions underlined and deletions struck through:

AMENDMENT:

Section 157.050 of the Village Code, entitled “Business Districts” is hereby amended as follows:

<i>Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit</i>	<i>Downtown Business District (B-1)</i>	<i>Community Business District (B-2)</i>	<i>Service Business District (B-3)</i>	<i>Automotive Service Business District (B-4)</i>	<i>Office District (O-D)</i>
<i>(f) Service, contracting, storage and broadcasting uses.</i>					
<i>1. Personal Services.</i>					
Barber shop	P	P	P		P
Beauty parlor	P	P	P		P
Permanent cosmetics, microblading, micropigmentation and similar care services	P	P	P		
Tattooing	S	S	S		
Ice cream shop	P	P	P	P	S
<u>Massage establishments and massage services as defined in Chapter 111.01</u>	<u>S</u>	<u>S</u>	<u>S</u>		
<u>Accessory use massage services as defined in Chapter 111.02 as Exceptions</u>	<u>P</u>	<u>P</u>	<u>P</u>		

(Intentionally left blank)

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

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid and 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.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be 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.

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

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Phil Cotter, Director of Public Works
Subject: Village Hall Renovations – Change Order
Date: May 1, 2023

Action Requested:

Staff recommends that the Village Board authorize the Village Administrator to execute a change order in the amount of \$41,836.05 to the contract with Plote Homes, LLC that was approved on October 17, 2022 for the replacement of all windows in the Village Hall and other exterior improvements.

Funding Source:

There are sufficient funds in the Capital Projects Fund for the work itemized in the proposed change order.

Summary:

On October 17, 2022, the Village Board approved a contract with Plote Homes, LLC, in the amount of \$120,397.59, to replace all windows in the Village Hall along with power washing the exterior of the Village Hall, replacing rotten wood, and scrape, prime and paint all wood siding and trim areas. To date, all windows on the first floor of the Village Hall have been replaced. In the coming weeks, all windows on the second floor will be replaced along with the aforementioned exterior trim work.

Attached hereto is a proposal from Plote Homes to perform the following work associated with the Village Hall renovations:

1. Walls and baseboard – This proposed line item contemplates the installation of baseboard throughout the second floor and patching existing walls where new electrical and data outlets/wiring are to be installed.
2. Painting – This proposed line item will involve the painting of all walls and ceiling on the second floor, the walls in the stairwell up to the second floor, and paint/stain the new railing described in item #4 below.
3. Flooring – All flooring (carpeting, tack strips, tile, tile mastic which contained asbestos, and the underlayment) on the second floor was recently removed as an asbestos

abatement project. This proposed line item will involve the installation of all new underlayment, new carpet throughout the second floor, and new carpet on the stairs up to the second floor.

4. Remove and replace the half wall at the top of the stairs with a wood railing – The half wall did not comply with the building code (height regulation) and therefore staff elected to replace it with a railing which complies with the building code.
5. Cleaning – This proposed line item involves the cleaning of all areas where renovation work occurred after the completion of the project. This includes vacuuming, dust removal, window washing, etc.

Plote Homes' proposal includes a 4% contingency for any unforeseen extras and materials which will not be expended if not needed and also the payment of prevailing wages.

Accordingly, staff recommends approval of the proposed change order in the amount of \$41,836.05. Completion of the Village Hall renovation project is expected in early June.

Attachments:

Change Order Proposal



847-854-3005 • Fax 847-428-1062

Mailing Address:

P.O. Box 957825
Hoffman Estates, IL 60195

Office Location

1141 E. Main St., Suite 100
East Dundee, IL 60118

Village East Dundee Window Additional Work Requested

Contractor			4/21/2023
Carpenter	Patch existing walls, install new wood base and upcharge for prevailing wage	\$	8,723.00
Painter	Repaint upstairs offices and stain/paint new hand rail, upcharge for prevailing wage	\$	10,600.00
Flooring	Install underlayment thru-out entire 2nd floor, install new carpet tile thru-out 2nd floor, new carpet on stairs, inclds prevailing wage	\$	10,461.50
Railing	Remove existing half wall and install new oak railing to be painted/stained TBD	\$	2,447.45
Final Cleaning		\$	1,500.00

Any additional work not described above will be done, charged at as T&M

Sub total	\$	33,731.95
Insurance @ .75%	\$	252.99
General conditions @ 5%	\$	1,686.60
Administrative fee @ 3%	\$	1,011.96
Contingency @ 4%	\$	1,349.28
Sub total job costs	\$	38,032.77
P & OH @ 10%	\$	3,803.28
Total add to original contract	\$	41,836.05
Original Contract	\$	120,397.59
New Contract Total	\$	162,233.64

Acceptance of proposal signature _____

Date of Acceptance _____

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Katherine Diehl, Village Clerk
Subject: Beer/Wine and Food Vendor Applications for 2023 Event Season
Date: May 1, 2023

Action Requested:

Discussion and consideration of staff's recommendation of the selection of Beer/Wine and Food Vendors for the 2023 event season including Wine Down Wednesdays, Thirsty Thursdays, and Oktoberfest.

Summary:

The highly anticipated 2023 Community Events season is just around the corner and the Village has received numerous Beer/Wine Vendor Applications for Wine Down Wednesdays, Thirsty Thursdays and Oktoberfest. In the application, vendors were asked to choose their availability and to state their 1st, 2nd, and 3rd event date preferences. Interest was shown for each event date by at least two vendors. The following is staff's recommendation for selection of beer/wine and food vendors for Wine Down Wednesdays, Thirsty Thursdays, and beer/wine vendors for Oktoberfest.

Wine Down Wednesdays (WDW)

WDW initially started as a partnership between the Village and the Anvil Club. In 2017 and 2018, the Village decided to provide other businesses with the opportunity to participate in WDW after facing pressure from the business community. From the Village's observation and informal feedback received, the attendees prefer the quality of wine and ambiance (staff, table skirting, etc.) that the Anvil Club provides. In 2019, the Anvil Club resumed serving wine and beer for each Wine Down Wednesday. As always, they properly stocked wine and featured sufficient staffing. Staff recommends continuing to honor the Anvil Club's partnership with WDWs.

Date	Proposed Alcohol Vendor	Proposed Food Vendors
Wednesday, June 14	Anvil Club (Beer and Wine)	Anvil Club and Aliano's
Wednesday, July 12	Anvil Club (Beer and Wine)	Anvil Club and Eastside Cafe
Wednesday, August 9	Anvil Club (Beer and Wine)	Anvil Club and DC Cobbs

Thirsty Thursdays (TT)

A few businesses indicated that they would only serve beer during Thirsty Thursdays. To evenly distribute Thirsty Thursday vendors to the best of our abilities, two vendors are recommended for each date.

Date	Proposed Alcohol Vendors	Proposed Food Vendors
Thursday, May 25	DC Cobbs (Beer)	Eastside Cafe and River Street Tavern
	Aliano's (Wine)	
Thursday, June 22	River Street Tavern (Beer)	Aliano's and DC Cobbs
	Eastside Cafe (Wine)	
Thursday, July 27	Black & Gray Brewing (Beer)	DC Cobb's and River Street Tavern
	Eastside Cafe (Wine)	
Thursday, August 24	River Street Tavern (Beer)	Aliano's and DC Cobbs
	Eastside Cafe (Wine)	

Oktoberfest

Five alcohol vendors have an interest in Oktoberfest and are willing to offer specials in conjunction with the sale of event branded mugs by the Village. At the last four Oktoberfest events, alcohol was provided by:

- 2018 - River Street Tavern (beer and wine)
- 2019 - Black & Gray Brewing Co. (beer) and Aliano's (wine)
- 2020 - Cancelled
- 2021 - DC Cobbs (beer) and Eastside Café (wine)
- 2022 – River Street Tavern (beer) and Eastside Café (wine)

In 2019, two vendors were selected to serve beer and wine separately. This worked well and helped long lines from forming. Beginning this year, staff recommends a third vendor, Black & Gray Brewing to serve their own brewed Oktoberfest brand beer.

Date	Proposed Alcohol Vendor	Type of Alcohol
September 22 & 23	DC Cobbs	Beer (Not Oktoberfest Brand)
September 22 & 23	Aliano's	Wine
September 22 & 23	Black & Gray Brewing	Oktoberfest Brand Beer Only

Food Vendor Applications were received by DC Cobbs and Aliano's. Que Past Food Truck participated last Oktoberfest with a German-inspired menu and have expressed interest in doing so again this Oktoberfest.

In Summary:

Participation to host alcohol sales:

Aliano's = 3 dates

Anvil Club = 3 dates

Black & Gray Brewing = 3 dates

DC Cobbs = 3 dates

Eastside Café = 3 dates

River Street Tavern = 2 dates (Did not opt to participate in WDW events)

Participation to host food sales:

Aliano's = 4 dates

Anvil Club = 3 dates (Opted for WDW only)

Black & Gray Brewing = N/A

DC Cobbs = 5 dates

Eastside Café = 2 dates (Opted only to participate for 3 event dates)

River Street Tavern = 2 dates (Did not opt to participate in WDW or Oktoberfest events)

Some factors taken into consideration during the selection process (not including The Anvil Club):

1 vendor only offers (brews) beer

2 vendors only offering to serve beer

2 vendors offering to serve both beer and wine

3 vendors are not available for a few of the event dates

Additionally, Aliano's Italian Fest's (August 5) planning & staffing needs were taken into consideration so not to schedule Aliano's for the July TT or August WDW.