



## PRESIDENT AND BOARD OF TRUSTEES

### Regular Meeting

Monday, February 19, 2024

6:00 PM

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

1. Call to Order
2. Roll Call
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 January 22, 2024](#)
  - b. [Motion to Accept the Warrants Lists in the Amounts of \\$807,401.50 and \\$328,916.44](#)
  - c. [Motion to Approve an Ordinance Amending Chapter 151 of the Village of East Dundee Village Code to Adopt the International Energy Conservation Code](#)
  - d. [Motion to Approve a Resolution Authorizing the Village Administrator to Enter into a Contract for the Purchase of Electricity with the Lowest Cost Electricity Provider Secured through a Bidding Process Coordinated by Midwest Energy](#)
  - e. [Motion to Approve an Ordinance Amending Village Code Chapter 116, Alcoholic Beverages, and Chapter 37, Fees and Fines](#)
  - f. [Motion to Approve an Ordinance Amending Section 157.050 of the Village of East Dundee Village Code Regarding Undertaking Establishments and Funeral Parlors](#)
6. Other Agenda Items
  - a. [Direction on a Funding Request from Dundee Township Regarding its Ride in Kane Program](#)
  - b. [Direction on Three Proposed Options for the Parking Garage to be Constructed at 110 N. River St. in Downtown East Dundee](#)
  - c. [Motion to Approve an Ordinance Authorizing Execution of a Development Agreement by and Between the Village of East Dundee and Billiteri Enterprises, LLC \(406-408 Barrington Ave.\)](#)
  - d. [Motion to Provide Advise and Consent to the Appointment of Liz Kohn to the Arts Council for a 3-year term concluding in the year 2027](#)
  - e. [Motion to Provide Advise and Consent to the Appointment of Jordan Johnson to the Arts Council for a 3-year term concluding in the year 2027](#)
  - f. [Discussion and Consideration of Potential Revisions to the Village's Façade Grant Program](#)

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

**ROLL CALL:**

President Lynam and Trustees Mahony, Kunze, Saviano, Treiber, Sauder were present.

Trustee Brittin was absent.

Also in attendance: Village Administrator Erika Storlie, Assistant to the Village Administrator / Deputy Clerk Franco Bottalico, Chief of Police Joshua Fourdyce, Director of Public Works Phil Cotter, Village Engineer Joe Heinz, Village Attorney Kelley Gandurski, and Financial Director Brandiss West.

**PLEDGE OF ALLEGIANCE: Recited**

**PUBLIC COMMENT: None**

**NEW BUSINESS: Presentation of ILEAP Re-accreditation for the Police Department**

Deputy Chief Andrew Ritter spoke on behalf of Chief Fourdyce on the EDPD's recent Re-accreditation.

Retired Chief Steve Cass Stephens spoke on the Re-accreditation process.

**CONSENT AGENDA:**

**a. Motion to Approve the Regular Village Board Meeting Minutes Dated December 18, 2023**

**b. Motion to Accept the Warrants Lists in the Amounts of \$147,460.52, \$171,290.38, \$58,055.19, and \$89,611.43.**

**c. Motion to Approve an Ordinance Amending Village Code Chapter 116, Alcoholic Beverages, Number of Licenses to be Permitted, Reducing the Number of Permitted Class G Alcoholic Beverage Licenses by One (Infinity Banquet Hall).**

**d. Motion to Approve an Ordinance Authorizing Abatement of the Tax Levy for General Obligation Bond 2012A, General Obligation Bond 2012B, 2012 TIF Revenue Bonds (Route 25 TIF) and General Obligation 2015 and General Obligation 2016 for the Village Of East Dundee.**

**e. Motion to Approve a Resolution Approving a Settlement Agreement with Commonwealth Edison Company.**

**f. Motion to Approve a FY 2024 Dundee Crossings Business Development District (BDD) Façade Improvement Grant in the amount of \$25,000 to Tequila Val's (309 Meier St.).**

**g. Motion to Approve a Resolution Approving a Declaration of Use Restriction for Real Property Located at 309 Jackson Street and 304 Hill Street.**

Motion to approve the consent agenda items **a, b, c, d, e,** and **g** (excluding item **f**) by Sauder/Saviano seconded.

Roll: Ayes – 5 – Trustees Mahony, Kunze, Treiber, Sauder, and Saviano. Nay – 0. Absent – 1 – Trustee Brittin. Motion was carried.

Motion to approve item f to approve a FY 2024 Dundee Crossing Business Development District (BDD) Façade Improvement Grant in the amount of \$25,000 to Tequila Val's (309 Meier St.) by Kunze/

Trustee Sauder wanted to pull this consent item for discussion since it was the first façade improvement grant application of the year. He wanted to make sure that the Board understood the goals and selection process before it decided.

Discussion ensued about whether the Tequila Val's application met grant requirements.

Village Administrator Storlie mentioned that there were several businesses in town that were interested in applying for this program, but don't currently meet the requirements.

Conversation ensued about having a broader discussion on expanding/altering the façade program or creating a separate program altogether.

Trustee Treiber recommended that this application be approved before the Board retools the program. Discussion ensued about recurring applicants and the number of applications during 2023.

Discussion ensued about the current funding of the program and how the Board would want to proceed.

Motion to postpone item f until 2/19 when future conversations are had and until the criteria is agreed upon by Sauder/Mahony.

Roll: Ayes – 3 – Trustees Mahony, Saviano, and Sauder. Nay – 3—Trustees Kunze, Treiber, and President Lynam. Absent – 1 – Trustee Brittin. Motion failed.

Discussions continued before the next vote. Trustee Kunze commented on the fact that the Board has passed these applications before without this much scrutiny. It is fine if the Board wanted to be stricter on grant awards in the future, but this application should be held to the same standard that is already in place.

Vote on original motion to approve item f was had.

Roll: Ayes – 4 – Trustees Mahony, Kunze, Treiber, and Saviano. Nay – 1—Trustee Sauder. Absent – 1 – Trustee Brittin. Motion was carried.

#### **OTHER AGENDA ITEMS:**

- a. Motion to Approve a Resolution approving James McHugh Construction Co. as the Prevailing Bidder and Authorizing the Village Administrator to Execute a Standard Form Agreement between the Village of East Dundee and James McHugh Construction Co. for Design-Build Services of a Two-Level Parking Structure Located in the Downtown District 2 | Page of the Village of East Dundee**

Motion to approve item a by Kunze/Treiber.

Discussion ensued about the design nature of the agreement with McHugh and if it is binding in terms of building the parking garage.

Discussion ensued about the design process. Trustee Mahony asked if the process included the retail spaces on the 1<sup>st</sup> floor. Trustee Kunze answered "Yes" and stated that discussions with McHugh have included those spaces.

President Lynam expressed reservations with incorporating retail spaces into the project. Discussion then ensued about who would be responsible for those retail spaces.

Discussion ensued about what the overall plan for the retail spaces would be.

Village Administrator Storlie commented on the fact that this is a premature conversation since the Board is still in the information gathering stage.

Discussion ensued about how much the prices or agreement would have to be reworked. If the Board chose not to move forward with the retail spaces.

Andy, a representative from McHugh, approached the podium and confirmed that adding retail spaces into the design process does not significantly change the price. Andy went into detail why this was the case.

Discussion ensued about next steps and timeline.

Discussion ensued about the nature of having multiple owners within the parking garage.

Roll: Ayes – 5 – Trustees Mahony, Kunze, Treiber, Sauder, and Saviano. Nay – 0. Absent – 1 – Trustee Brittin. Motion was carried.

**b. Motion to Approve a Resolution Adopting the Liquor Commission Enforcement and Hearings Manual**

Motion to approve item b by Mahony/Sauder

Roll: Ayes – 5 – Trustees Mahony, Kunze, Treiber, Sauder, and Saviano. Nay – 0. Absent – 1 – Trustee Brittin. Motion was carried.

**c. Motion to Approve a Special Use Permit Ordinance for a Banquet Hall, as Described in Section 157.065(A)(1)(d)(2) of the Zoning Ordinance, for the property located at 201 Christina Drive Units A and B, East Dundee, IL 60118 (PIN 03-25-150-002), Located in the M-1 Limited Manufacturing District**

Motion to approve item c by Treiber/Saviano

Jeff Newing from PAL Land approached the podium and answered questions.

Village Administrator Storlie asked how many events the applicant expects to hold on the property.

Jeff Newing answered that it would be a minimum number only targeting an exclusive audience. It would be small groups (50-150 people) and no more than 4 events a month, although they hope it would be less than that in 1 month.

Discussion ensued about security, parking, and timing of events.

Discussion ensued about food or liquor and the appropriate permitting process.

Discussion ensued about security, signage, and entrances throughout the entire property after a incident that took place the previous weekend.

Roll: Ayes – 5 – Trustees Mahony, Kunze, Treiber, Sauder, and Saviano. Nay – 0. Absent – 1 – Trustee Brittin. Motion was carried.

**d. Motion to Provide Advise and Consent to the Appointment of Jeff Baran to the Board of Police Commissioners for a 3-year term concluding in the year 2027**

Motion to approve item c by Sauder/Treiber.

Discussion ensued about who should be represented on the Board of Police Commissioners.

Discussion ensued about having a police officer on the commission and whether it provided key perspectives or created the potential for bias.

Discussion ensued about current commissioners and whether they would be willing to continue if asked.

Roll: Ayes – 2 – Trustees Kunze and Treiber. Nay – 3 Trustees Mahony, Saviano, and Sauder. Absent – 1 – Trustee Brittin. Motion failed.

**e. Motion to Provide Advise and Consent to the Appointment of Liz Kohn to the Arts Council for a 3-year term concluding in the year 2027**

**f. Motion to Provide Advise and Consent to the Appointment of Jordan Johnson to the Arts Council for a 3-year term concluding in the year 2027**

Motion to postpone items e and f until the 2/19 meeting so proper applications and conversations can be had by Saviano/Sauder

Trustee Mahony commented on the desire to make sure the written application process is used as a best practice for full transparency and inclusion to all residents.

Roll: Ayes – 5 – Trustees Mahony, Kunze, Treiber, Sauder, and Saviano. Nay – 0. Absent – 1 – Trustee Brittin. Motion was carried and items e and f are postponed until the 2/19 meeting.

**FINANCIAL REPORTS: None**

**REPORTS: VILLAGE PRESIDENT and BOARD**

**Lynam:** Thank you to Phil and Public works for the snow shoveling for December. Thank you to Katherine and Staff for all the work put into the East Dundee-opoly. It was a huge hit. Also, thank you for Dickens. The Downtown looked great for the Christmas season.

**Brittin:** NONE.

**Kunze:** Thank you to Public Works for the snow shoveling, and for taking up the slack on the route 72 strip. Public Works Director Phil Cotter spoke on this and answered Trustee Kunze's question regarding route 72 coverage and IDOT. Also, an email was sent by a resident about dogs off leashes. The Board's previous

stance was that it was an animal control issue, but wondered what East Dundee's current regulations are and how we can enforce them.

Discussion ensued about the next steps. A larger conversation about dogs off leashes will be had at the 2/19 Board Meeting.

**Mahony:** Thanks to everyone who was involved with the Depot Life Newsletter. It now contains information on New Businesses that have been opened. Christmas Light Recycling will be ending on 1/31. Free for residents. Also interested in the dangerous and vicious dog scenario that we currently have. Curious what other Villages are doing to combat this issue. Congratulations to the Police Department on their Accreditation. Also, thanks to Joe Zeller for all of the work he did in helping Village Staff get the East Dundee-opoly game together. Incredible level of detail! Thanks to Phil and his team for getting the bike path cleared out so there is a great walking space during the winter. The Depot renovations have started so excited to now have ADA compliant bathrooms there.

**Sauder:** St Patrick day shamrock cards are now for sale. Volunteers used the depot for arts and crafts on Saturday for 4 hours to make the cards. All art show submissions have been finalized for the Black & White art show. 37 different artists and over 140 artworks were submitted. Echoed concerns on the dog off leashes issue.

**Saviano:** St Patrick's Day Parade is in full preparations. You will start seeing shamrock cards around town for \$5 for Fish Food Pantry. February 10<sup>th</sup> is the Art Council's Black & White Art show at Black & Gray. Furst big art show!

**Treiber: No Report**

#### **REPORTS:**

**Assistant to the Village Administrator / Deputy Clerk Franco Bottalico:** NO REPORT

**Village Administrator Storlie:** NO REPORT

**Chief Fourdyce:** Wanted to Thank Phil and his team for their expedient work on making the roads safe. Also spoke on the Dog issue. Mentioned there needed to be a strong educational component to make sure residents understand what they need to do.

Public comments were allowed before adjournment. 3 residents briefly spoke on the limitations of Kane County's current policies and were present for questions.

#### **EXECUTIVE SESSION: YES**

Motion to close the regular Village Board meeting at 7:22 p.m and go into 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 by Kunze/Mahony

Roll: Ayes – 5 – Trustees Mahony, Kunze, Treiber, Sauder, and Saviano. Nay – 0. Absent – 1 – Trustee Brittin. Motion was carried.

Respectfully submitted,

Katherine Diehl

By: \_\_\_\_\_  
Village President, Jeffrey Lynam

Attest: \_\_\_\_\_  
Katherine Diehl, Village Clerk

Through: \_\_\_\_\_  
Caleb Haydock, Management Intern

DRAFT

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>ACE CLEANERS SUNG LEE</b>					
060123	PD DRY CLEANING	12/27/2023	769.50		01-21-5090
Total ACE CLEANERS SUNG LEE:			769.50		
<b>ADVANCED AUTOMATION &amp; CONTROLS INC</b>					
24-4329	WTP SCADA UPGRADES	02/13/2024	2,702.00		60-33-5290
24-4330	WW SCADA UPGRADES	02/13/2024	7,676.00		60-33-5291
Total ADVANCED AUTOMATION & CONTROLS INC:			10,378.00		
<b>ANA LOPEZ - C/O PETTY CASH - VH</b>					
020824	VH BDAY SUPPLIES	02/08/2024	12.50		01-12-5610
020824	OREOS/CIDER	02/08/2024	95.36		01-37-5631
Total ANA LOPEZ - C/O PETTY CASH - VH:			107.86		
<b>BAXTER AND WOODMAN CONSULTING ENGINEERS</b>					
255456	WATER SYSTEM SURVEY	02/01/2024	5,786.25		60-33-5946
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			5,786.25		
<b>EAST DUNDEE POLICE PENSION FUND</b>					
123123	PENSION CONTRIBUT	02/15/2024	746,116.93		01-21-5055
Total EAST DUNDEE POLICE PENSION FUND:			746,116.93		
<b>GASVODA &amp; ASSOCIATES, INC</b>					
24NTH0001CH	INSTALL CHLORINE SCALES	01/31/2024	519.30		60-33-5130
Total GASVODA & ASSOCIATES, INC:			519.30		
<b>JOHNSON RESEARCH GROUP</b>					
2152	TIF ANALYSIS	02/07/2024	7,762.50		36-01-5290
2152	TIF ANALYSIS	02/07/2024	7,762.50		38-01-5290
Total JOHNSON RESEARCH GROUP:			15,525.00		
<b>NICOR GAS</b>					
020224	GAS - PW GARAGE-ADDRESS	02/02/2024	17,854.40		01-31-5510
Total NICOR GAS:			17,854.40		
<b>SABEL MECHANICAL, LLC</b>					
230711	WW OXID DITCH	10/30/2023	9,049.19		60-33-5131
Total SABEL MECHANICAL, LLC:			9,049.19		
<b>SHERMAN MECHANICAL</b>					
48245	AIR EXCHANGE UNIT - HEADW	01/29/2024	326.00		60-33-5111
Total SHERMAN MECHANICAL:			326.00		
<b>STAPLES ADVANTAGE</b>					
8073161412	1099 FORMS	02/03/2024	107.97		01-14-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total STAPLES ADVANTAGE:			107.97		
US BANK					
1680 012524 K	MAILCHIMP, CANVA, AND SIRIU	01/25/2024	217.82		01-12-5410
1680 012524 K	SIGNS	01/25/2024	548.54		01-37-5630
Total US BANK:			766.36		
			94.74	01-31-5120	
SPRING HILL AUTO BODY					
Grand Totals:			807,401.50		

Report Criteria:

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



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>ACE HARDWARE</b>					
013124	VILLAGE HALL	01/31/2024	9.99		01-12-5110
013124	OPER SUPPLIES	01/31/2024	49.96		01-31-5630
013124	TOOLS	01/31/2024	67.97		01-31-5640
013124	OPER SUPPLIES	01/31/2024	114.72		60-33-5630
Total ACE HARDWARE:			242.64		
<b>AL PIEMONTE CHEVROLET</b>					
291716	PW # 21	02/02/2024	79.50		01-31-5120
Total AL PIEMONTE CHEVROLET:			79.50		
<b>ALLEGRA PRINT &amp; IMAGING</b>					
69425	WINDOW ENVELOPES FIN	02/14/2024	166.41		01-14-5610
Total ALLEGRA PRINT & IMAGING:			166.41		
<b>ALTORFER INDUSTRIES INC.</b>					
9448901	CAT BACKHOE LOADER	01/31/2024	142,265.00		32-31-5945
Total ALTORFER INDUSTRIES INC.:			142,265.00		
<b>AMERICAN PUBLIC WORKS ASSOCIATION</b>					
545745	MEMBERSHIP - PW	02/08/2024	397.00		01-31-5410
Total AMERICAN PUBLIC WORKS ASSOCIATION:			397.00		
<b>ANA LOPEZ - C/O PETTY CASH - PD</b>					
012524	KCCPA LUNCHEON	01/25/2024	50.00		01-21-5420
Total ANA LOPEZ - C/O PETTY CASH - PD:			50.00		
<b>ANA LOPEZ - C/O PETTY CASH - VH</b>					
020724	PETTY CASH ART SHOW	02/07/2024	800.00		34-01-5940
Total ANA LOPEZ - C/O PETTY CASH - VH:			800.00		
<b>ASSURANT FIRE PROTECTION, LLC</b>					
21875	FIRE ALARM PD	01/31/2024	355.00		01-21-5121
21958	PW GARAGE SPRINLER SYSTE	01/31/2024	4,520.00		01-31-5110
21958	ADDITIONAL REPAIR	01/31/2024	680.00		01-31-5110
Total ASSURANT FIRE PROTECTION, LLC:			5,555.00		
<b>AT&amp;T</b>					
020424	ATT W/S	02/04/2024	337.00		60-33-5320
Total AT&T:			337.00		
<b>AXON ENTERPRISES</b>					
226630	CLOUD RENEWAL	02/08/2024	2,130.00		01-21-5130
224662	SQUAD CAR CAMERAS	02/01/2024	2,640.00		01-21-5940
227449	BODY CAMS	02/13/2024	430.88		32-21-5940
Total AXON ENTERPRISES:			5,200.88		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>B&amp;F CONSTRUCTION CODE SERVICES INC</b>					
18825	INSPECTIONS	02/05/2024	405.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			405.00		
<b>BATEMAN LAW OFFICES, LTD</b>					
020824	EDPD AA HEARING	02/08/2024	380.00		01-21-5230
Total BATEMAN LAW OFFICES, LTD:			380.00		
<b>BAXTER AND WOODMAN CONSULTING ENGINEERS</b>					
255458	WATER SYSTEM SURVEY	02/01/2024	1,187.50		60-33-5946
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			1,187.50		
<b>BEVERLY MATERIALS INC.</b>					
300751	STONE - WATER MAIN BREAK	01/31/2024	269.63		60-33-5140
Total BEVERLY MATERIALS INC.:			269.63		
<b>CALEB HAYDOCK</b>					
011124	TRAINING WEBINARS	01/11/2024	30.00		01-12-5430
Total CALEB HAYDOCK:			30.00		
<b>CARGILL INCORPORATED - SALT DIVISION</b>					
2909066357	ROAD SALT	01/17/2024	2,153.48		28-01-5160
2909071390	ROAD SALT	01/25/2024	2,186.61		28-01-5160
2909092070	ROAD SALT	01/30/2024	2,128.00		28-01-5160
2909112894	ROAD SALT	02/01/2024	6,534.35		28-01-5160
Total CARGILL INCORPORATED - SALT DIVISION:			13,002.44		
<b>CHEZ PRODUCTIONS</b>					
092824	OKT FEST BANK DEP	02/19/2024	1,500.00		01-37-5290
Total CHEZ PRODUCTIONS:			1,500.00		
<b>CHRISTOPHER B BURKE ENGINEERING LTD</b>					
189661	UPDATE TRUCK ORDINANCE	02/05/2024	3,180.40		01-31-5220
Total CHRISTOPHER B BURKE ENGINEERING LTD:			3,180.40		
<b>CINTAS FIRST AID &amp; SAFETY</b>					
41783422646	MATS - VH	02/14/2024	51.88		01-12-5110
4181979243	MATS PD	01/31/2024	49.19		01-21-5121
Total CINTAS FIRST AID & SAFETY:			101.07		
<b>COMED</b>					
020724	COM ED STREETS	02/07/2024	1,823.80		28-01-5510
Total COMED:			1,823.80		
<b>DIRECT ENERGY</b>					
240250053554	STREET LIGHTS	01/25/2024	312.89		01-31-5510

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
240250053554	W & WW UTILITIES	01/25/2024	23,841.27		60-33-5510
Total DIRECT ENERGY:			24,154.16		
<b>DUNDEE NAPA AUTO PARTS</b>					
469110	BELT FOR POLICE GENERATOR	02/13/2024	33.22		01-21-5121
469116	POLICE GENERATOR BELTS	02/13/2024	24.57		01-21-5121
Total DUNDEE NAPA AUTO PARTS:			57.79		
<b>ELGIN KEY &amp; LOCK CO. INC.</b>					
240171	DEPOT BATH KEYS	02/01/2024	246.00		34-01-5945
Total ELGIN KEY & LOCK CO. INC.:			246.00		
<b>ENTERPRISE FM TRUST</b>					
620259-02042	PD MAINT ON LEASE	02/04/2024	200.00		01-21-5120
620259-02042	REPAIRS	02/04/2024	653.33		01-21-5120
620259-02042	PD LEASE	02/04/2024	3,082.43		32-21-5942
Total ENTERPRISE FM TRUST:			3,935.76		
<b>FEHR GRAHAM</b>					
121168	SPEEDWAY	01/26/2024	1,505.50		85-01-2381
Total FEHR GRAHAM:			1,505.50		
<b>FIRST COMMUNICATIONS</b>					
126320450	VH PHONES	02/06/2024	237.50		01-12-5320
126320450	PHONE DEPOT	02/06/2024	19.18		01-12-5320
126320450	PHONES PD	02/06/2024	1,300.00		01-21-5320
126320450	PHONES WATER	02/06/2024	427.84		01-31-5320
126320450	PHONES P/W	02/06/2024	105.94		01-31-5320
126320450	PHONES SEWER	02/06/2024	463.84		60-33-5320
Total FIRST COMMUNICATIONS:			2,554.30		
<b>FIRST RESPONSE</b>					
54834	VH FIRST AID	01/31/2024	50.80		01-12-5630
54835	PD FIRST AID	01/31/2024	94.75		01-21-5630
54836	PWG FIRST AID	01/31/2024	79.65		01-31-5630
Total FIRST RESPONSE:			225.20		
<b>FLOOD BROTHERS</b>					
020124	GARBAGE	02/01/2024	23,153.75		01-33-5180
Total FLOOD BROTHERS:			23,153.75		
<b>GALLS PARENT HOLDINGS, LLC</b>					
26966040	UNIFORM ALLOW. - KM	02/01/2024	163.87		01-21-5080
Total GALLS PARENT HOLDINGS, LLC:			163.87		
<b>GOLD SHIELD DETECTIVE AGENCY, INC</b>					
2215	BG CHECK	02/03/2024	1,096.80		01-21-5290

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total GOLD SHIELD DETECTIVE AGENCY, INC:			1,096.80		
<b>GOLF ROSE PET LODGE</b>					
18460-18463	STRAY DOG BOARDING	02/05/2024	470.39		01-21-5290
Total GOLF ROSE PET LODGE:			470.39		
<b>GRAINGER, INC.</b>					
9008361199	VH SUPPLIES	02/02/2024	87.48		01-12-5110
Total GRAINGER, INC.:			87.48		
<b>GRIFFIN WILLIAMS MCMAHON &amp; WALSH LLP</b>					
19238	LOCAL PROSECUTIONS	02/01/2024	750.00		01-21-5230
Total GRIFFIN WILLIAMS MCMAHON & WALSH LLP:			750.00		
<b>HEINZ, GERALD &amp; ASSOC.</b>					
21055	MISC ENGINEERING	02/05/2024	648.00		01-12-5220
21064	JACKSON STREET	02/05/2024	486.00		01-12-5220
21057	BARRINGTON STP	02/05/2024	162.00		01-31-5220
21059	LIONS PARK	02/05/2024	243.00		01-31-5220
21066	2024 STREET PROGRAM	02/05/2024	5,280.00		32-31-6090
21063	PENNY RD/RT 68	02/05/2024	3,645.00		85-01-2378
21056	LOT 2 TERRA 5	02/05/2024	40.50		85-01-2386
21058	LOT 2 TERRA 5	02/05/2024	40.50		85-01-2386
21061	590 HEALY	02/05/2024	1,053.00		85-01-2395
21060	HIGHSTREET	02/05/2024	81.00		85-01-2401
21065	DAVEY TREE	02/05/2024	810.00		85-01-2403
Total HEINZ, GERALD & ASSOC.:			12,489.00		
<b>HELPING HAND IT</b>					
24-45164	IT SERVICES	01/31/2024	385.00		01-12-5286
24-45249	IT SERVICES LICENSING	02/01/2024	3,037.59		01-12-5286
Total HELPING HAND IT:			3,422.59		
<b>HITCHCOCK DESIGN GROUP</b>					
31994	RIVERFRONT MASTER PLAN	01/31/2024	5,437.50		32-31-5955
Total HITCHCOCK DESIGN GROUP:			5,437.50		
<b>HUGHES ENVIRONMENTAL CONSULTING</b>					
1063	HUGHES ENVIR	01/31/2024	10,120.00		60-33-5291
Total HUGHES ENVIRONMENTAL CONSULTING:			10,120.00		
<b>ILLINOIS ASSOC OF CHIEFS OF POLICE</b>					
15510	ILACP CONFERENCE	02/07/2024	179.00		01-21-5430
Total ILLINOIS ASSOC OF CHIEFS OF POLICE:			179.00		
<b>ILLINOIS DEPT. OF TRANSPORTATION</b>					
64391	50 % 72/MAIN @ RI	01/31/2024	771.87		01-31-5150
64391	50% 72/MAIN @ VAN	01/31/2024	771.87		01-31-5150

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
64391	33.33% 72/MAIN @ ROCK RD	01/31/2024	514.56		01-31-5150
Total ILLINOIS DEPT. OF TRANSPORTATION:			2,058.30		
<b>ILLINOIS GOVERNMENT FINANCE OFFICERS</b>					
020824	MEMBERSHIP AL AND BJM	02/08/2024	250.00		01-14-5410
021424	IGFOA TRAINING	02/14/2024	40.00		01-14-5430
Total ILLINOIS GOVERNMENT FINANCE OFFICERS:			290.00		
<b>INNOVATIVE FLOORING SYSTEMS LLC</b>					
24048	VILLAGE HALL CARPET TILES	02/05/2024	2,179.00		32-15-5948
Total INNOVATIVE FLOORING SYSTEMS LLC:			2,179.00		
<b>J.G. UNIFORMS, INC</b>					
126856	UNIFORM	02/06/2024	268.39		01-21-5080
126890	UNIFORM BM	02/06/2024	130.20		01-21-5080
126891	UNIFORM JM	02/06/2024	142.00		01-21-5080
Total J.G. UNIFORMS, INC:			540.59		
<b>KIESLER POLICE SUPPLY</b>					
231358	FORCE ON FORCE SIM ROUND	01/31/2024	388.60		01-21-5430
Total KIESLER POLICE SUPPLY:			388.60		
<b>KLEIN, THORPE AND JENKINS, LTD</b>					
013024	POLICE LEGAL SERV	01/30/2024	64.00		01-21-5230
Total KLEIN, THORPE AND JENKINS, LTD:			64.00		
<b>KNAPHEIDE EQUIPMNET CO - CHICAGO</b>					
06879519	PLOW CUTTING EDGES	01/26/2024	776.70		01-31-5160
Total KNPHEIDE EQUIPMNET CO - CHICAGO:			776.70		
<b>MIDWEST SALT</b>					
472680	COARSE SALT	01/30/2024	3,659.76		60-33-5650
Total MIDWEST SALT:			3,659.76		
<b>MOCKINGBIRD PROJECT LLC</b>					
2034	B&W ART SHOW FOOD	02/08/2024	3,240.00		34-01-5940
Total MOCKINGBIRD PROJECT LLC:			3,240.00		
<b>MOTOROLA SOLUTIONS INC</b>					
817182024010	MAINTENANCE AGREEMENT	02/01/2024	861.00		01-21-5940
Total MOTOROLA SOLUTIONS INC:			861.00		
<b>NICOR GAS</b>					
012624	NICOR VH	01/24/2026	448.96		01-31-5510
012624	NICOR S/W	01/24/2026	1,889.48		60-33-5510

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total NICOR GAS:			2,338.44		
<b>PACE ANALYTICAL SERVICES, LLC</b>					
9582815	W LAB TESTING	01/31/2024	308.00		60-33-5290
Total PACE ANALYTICAL SERVICES, LLC:			308.00		
<b>PADDOCK PUBLICATIONS, INC</b>					
279083	LEGAL NOTICE	02/05/2024	193.20		01-12-5330
Total PADDOCK PUBLICATIONS, INC:			193.20		
<b>PALUMBO MANAGEMENT LLC</b>					
21143	DISPOSAL OF MATERIALS - WA	02/12/2024	240.00		60-33-5140
Total PALUMBO MANAGEMENT LLC:			240.00		
<b>PITNEY BOWES GLOBAL FINANCIAL SERVICES</b>					
020924	POSTAGE ADMIN	02/09/2024	18.37		01-12-5680
020924	LEASE ADMIN	02/09/2024	27.16		01-12-5680
020924	POSTAGE FIN	02/09/2024	74.19		01-14-5680
020924	LEASE FIN	02/09/2024	27.16		01-14-5680
020924	POSTAGE PD	02/09/2024	131.32		01-21-5680
020924	LEASE PD	02/09/2024	27.16		01-21-5680
020924	POSTAGE B&Z	02/09/2024	163.52		01-25-5680
020924	LEASE B&Z	02/09/2024	27.16		01-25-5680
020924	POSTAGE W/S	02/09/2024	12.60		60-33-5680
020924	LEASE W/S	02/09/2024	27.20		60-33-5680
Total PITNEY BOWES GLOBAL FINANCIAL SERVICES:			535.84		
<b>QUAD COM 9-1-1</b>					
24-edpd-02	DISPATCH SERV	02/01/2024	15,538.87		01-21-5360
Total QUAD COM 9-1-1:			15,538.87		
<b>SERVICE PRINTING CORPORATION</b>					
34512	BUS. MAP POSTCARD	02/08/2024	377.00		01-37-5340
Total SERVICE PRINTING CORPORATION:			377.00		
<b>SIMPLIFILE, LC</b>					
020824	FEE FILE WITH KANE COUNTY	02/08/2024	33.00		01-12-5410
020824	FEE FILE WITH KANE COUNTY	02/08/2024	33.00		01-14-5410
020824	FEE FILE WITH KANE COUNTY	02/08/2024	33.00		01-25-5410
Total SIMPLIFILE, LC:			99.00		
<b>STANDARD INSURANCE COMPANY</b>					
01222024	ADMIN	01/22/2024	60.90		01-12-5060
012224	ADMIN	01/22/2024	60.90		01-12-5060
01222024	FINANCE	01/22/2024	32.63		01-14-5060
012224	FINANCE	01/22/2024	32.63		01-14-5060
01222024	POLICE	01/22/2024	348.00		01-21-5060
012224	POLICE	01/22/2024	348.00		01-21-5060
01222024	BUILDING	01/22/2024	27.19		01-25-5060

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
012224	BUILDING	01/22/2024	27.19		01-25-5060
01222024	PW	01/22/2024	92.05		01-31-5060
012224	PW	01/22/2024	92.06		01-31-5060
01222024	EMPLOYEE	01/22/2024	251.18		27-01-2208
012224	EMPLOYEE	01/22/2024	251.18		27-01-2208
01222024	W/S	01/22/2024	134.48		60-33-5060
012224	W/S	01/22/2024	134.47		60-33-5060
Total STANDARD INSURANCE COMPANY:			1,892.86		
<b>STAPLES ADVANTAGE</b>					
8073066461	OFFICE SUPPLIES	01/27/2024	72.81		01-21-5610
Total STAPLES ADVANTAGE:			72.81		
<b>STEPHEN D. TOUSEY LAW OFFICES</b>					
020124	LOCAL PROSECUTION	02/01/2024	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
<b>SUMMIT SQUARE ASSOCIATION</b>					
020124	ASSOCIATION DUES	02/01/2024	1,910.27		01-12-5410
Total SUMMIT SQUARE ASSOCIATION:			1,910.27		
<b>SYNAGRO TECHNOLOGIES</b>					
45430	DISPOSAL BIOSOLID	02/09/2024	2,397.50		60-33-5287
Total SYNAGRO TECHNOLOGIES:			2,397.50		
<b>TESTING SERVICE CORP.</b>					
129829	PARKING GARAGE SITE	01/31/2024	3,400.00		39-01-5963
Total TESTING SERVICE CORP.:			3,400.00		
<b>TLO LLC</b>					
259283-20240	MEMBERSHIP	02/01/2024	75.80		01-21-5410
Total TLO LLC:			75.80		
<b>TRUE BLUE CAR WASH LLC</b>					
5224	PD CAR WASH	01/31/2024	81.00		01-21-5120
Total TRUE BLUE CAR WASH LLC:			81.00		
<b>UNION ARTISTS GROUP ENT, LLC</b>					
092724	WHO'S BAD OKT FEST	02/13/2024	4,500.00		01-37-5290
Total UNION ARTISTS GROUP ENT, LLC:			4,500.00		
<b>US BANK</b>					
5221 012524 B	ADOBE	01/25/2024	383.84		01-12-5410
8750 012524 F	LUNCHES	01/25/2024	97.45		01-12-5630
5221 012524 B	CASH DRAWER MOUNTED	01/25/2024	79.95		01-14-5630
5221 012524 B	W-2 FORMS	01/25/2024	31.99		01-14-5630
5221 012524 B	FILE FOLDERS	01/25/2024	61.98		01-14-5630
5221 012524 B	NOTEBOOK	01/25/2024	9.89		01-14-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
6738 012524 J	RECRUITING ADD	01/25/2024	546.00		01-21-5290
5221 012524 B	COMCAST	01/25/2024	31.62		01-21-5320
2107 012524 J	MEMBERSHIP	01/25/2024	14.99		01-21-5410
6738 012524 J	CONF	01/25/2024	210.00		01-21-5410
6738 012524 J	MEMBERSHIP	01/25/2024	400.00		01-21-5410
2107 012524 J	TRAINING MEALS	01/25/2024	75.92		01-21-5420
1600 012524 A	TRAINING	01/25/2024	159.00		01-21-5430
2107 012524 J	BOOK	01/25/2024	89.90		01-21-5430
6738 012524 J	TRAINING	01/25/2024	325.00		01-21-5430
1600 012524 A	TUMBLERS	01/25/2024	687.21		01-21-5580
2107 012524 J	NOTEBOOKS	01/25/2024	37.54		01-21-5610
2107 012524 J	PAPER	01/25/2024	37.99		01-21-5610
2107 012524 J	BATTERY CHARGER	01/25/2024	75.74		01-21-5630
5824 012524 G	TOOL.S/BOLTS	01/25/2024	39.60		01-31-5160
5824 012524 G	SNOW SHOVELS	01/25/2024	139.98		01-31-5160
5824 012524 G	RETURNS	01/25/2024	11.79-		01-31-5160
3999 012524 P	IPHONE	01/25/2024	.99		01-31-5320
2601 012524 P	SNOW CREW MEAL	01/25/2024	99.39		01-31-5420
3999 012524 P	COTS FOR PW	01/25/2024	153.98		01-31-5630
5824 012524 G	TOOL.S/BOLTS	01/25/2024	7.99		01-31-5640
5824 012524 G	DIESEL CAN/TOOLS	01/25/2024	142.75		01-31-5640
5824 012524 G	RETURNS	01/25/2024	39.60-		01-31-5640
5221 012524 B	PICTURE HANGING	01/25/2024	1,326.08		34-01-5940
5221 012524 B	PICTURE HANGING	01/25/2024	182.86		34-01-5940
5824 012524 G	ICLOUD	01/25/2024	.99		60-33-5320
Total US BANK:			5,399.23		
<b>WAGEWORKS, INC</b>					
6167543	HEALTHCARE BENEFIT	02/07/2024	2,464.00		01-12-5060
Total WAGEWORKS, INC:			2,464.00		
<b>WM F MEYER CO</b>					
4465526.001	DEPOT REMODEL	01/31/2024	104.73		34-01-5945
Total WM F MEYER CO:			104.73		
<b>ZELLER CREATIVE GROUP</b>					
24018	ARTS COUNCIL B&W SHOW	01/29/2024	5,157.58		34-01-5940
Total ZELLER CREATIVE GROUP:			5,157.58		
Grand Totals:			328,916.44		

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "FY24"



## Memorandum

**To:** Village President and Board of Trustees

**From:** Chris Rainieri, Building Official

**Subject:** Adoption of the 2021 International Energy Conservation Code

**Date:** February 19, 2024

---



### **Action Requested:**

Staff recommends Village Board approval of an ordinance adopting the 2021 International Energy Conservation Code.

### **Summary:**

Effective January 1, 2024, the State of Illinois has adopted the 2021 International Energy Conservation Code and mandated that all municipalities in the State adopt the Energy Code.

This code promotes more energy efficient building practices and will be added to the Village's other adopted codes related to building construction and renovation.

### **Attachments:**

Ordinance  
2021 International Energy Conservation Code

ORDINANCE NUMBER 24-\_\_\_\_\_

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 151 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE TO ADOPT THE INTERNATIONAL ENERGY CONSERVATION CODE**

**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 State of Illinois has adopted the 2021 International Energy Conservation Code, as amended (“2021 Conservation Code”), effective as of January 1, 2024, and mandates all municipalities adopt the Energy Code; and

**WHEREAS**, to promote more energy efficient building practices and to remain consistent with the State of Illinois, Village staff has recommended that the Village adopt the same version of the 2021 Conservation Code as the State of Illinois; and

**WHEREAS**, pursuant to Section 1-3-2 of the Illinois Municipal Code, 65 ILCS 5/1-3-2, at least one copy of the 2021 Conservation Code will be on file in the office of the Village Clerk for more thirty (30) days, and will remain on file for public use, examination, and inspection prior to the effective date of this Ordinance; and

**WHEREAS**, pursuant to 65 ILCS 5/1-3-1 *et seq.* and the Village's home rule powers, the Village Board has determined that it will serve and be in the best interests of the Village and its residents to amend the Village Code to adopt the 2021 Conservation Code; 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: Adoption of Code.** Section 151.002, titled “Adoption of Codes,” of Chapter 151 titled “Building Regulations; Construction,” of Title XV, titled “Land Usage,” of the Village Code is hereby amended to be read as follows with the additions in **bold** and double-underlined and deletions ~~struck through~~:

**“§ 151.002 ADOPTION OF CODES.**

That certain documents, three copies of which are on file in the office of the Village Clerk, are hereby adopted as the Building Code of the Village of That certain documents, three copies of which are on file in the office of the Village Clerk, are hereby adopted as the Building Code of the Village of East Dundee, in the State of Illinois, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the codes are hereby referred to, adopted, and made a part hereof, as if fully set out in this subchapter with the additions, insertions, deletions, and changes, if any, prescribed by this subchapter. The following codes are adopted:

- (A) International Building Code—2006 Edition with amendments;
- (B) International Residential Code—2006 Edition with amendments;

- (C) International Mechanical Code—2006 Edition with amendments;
- (D) National Electric Code—2005 Edition with amendments;
- (E) 2014 Illinois Plumbing Code;
- (F) International Property Maintenance Code—2006 Edition with amendments;
- (G) International Fire Code—2006 Edition;
- (H) International Fuel Code—2006 Edition; ~~and~~
- (I) 2015 International Energy Conservation Code-: and
- (J) International Energy Conservation Code—2021 Edition with amendments.**

\*\*\*"

**SECTION 3: Amendment.** Section 151.012 of Chapter 151 titled "Building Regulations; Construction," of Title XV, titled "Land Usage," of the Village Code is hereby amended to be read as follows with the additions in **bold** and double-underlined and deletions ~~struck through~~:

**"§ 151.015 ADDITIONS, INSERTIONS, DELETIONS, AND CHANGES TO THE INTERNATIONAL ENERGY CONSERVATION CODE—2021.**

**No amendments made.**"

**SECTION 4: Continuation.** That all provisions of the Village Code not amended herein shall remain in full force and effect.

**SECTION 5: 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 6: Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be hereby repealed.

**SECTION 7: Effect.** That this Ordinance shall be in full force and effect thirty days after its adoption, approval and publication in pamphlet form as provided by law.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024 pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_\_ of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Jeffrey Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk



Leading the Way  
to Energy Efficiency



# 2021 IECC: A Code on a Mission – Campaign Toolkit

This Code on a Mission Toolkit supports communities and advocates with adoption of the 2021 IECC and its appendices and consideration of the 2021 IgCC. The toolkit includes the following resources:

Reasons for  
Adopting the 2021 IECC

Availability of DOE Funding  
to Support Implementation

Compliance  
and Enforcement

Considerations for  
Adopting the 2021 IgCC

Social Media Resources

Partner Resources

## Reasons for adopting the 2021 IECC

Communities that regularly adopt the IECC save money for residents and business and improve community health and resilience. Some

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## Energy Efficiency Improvements

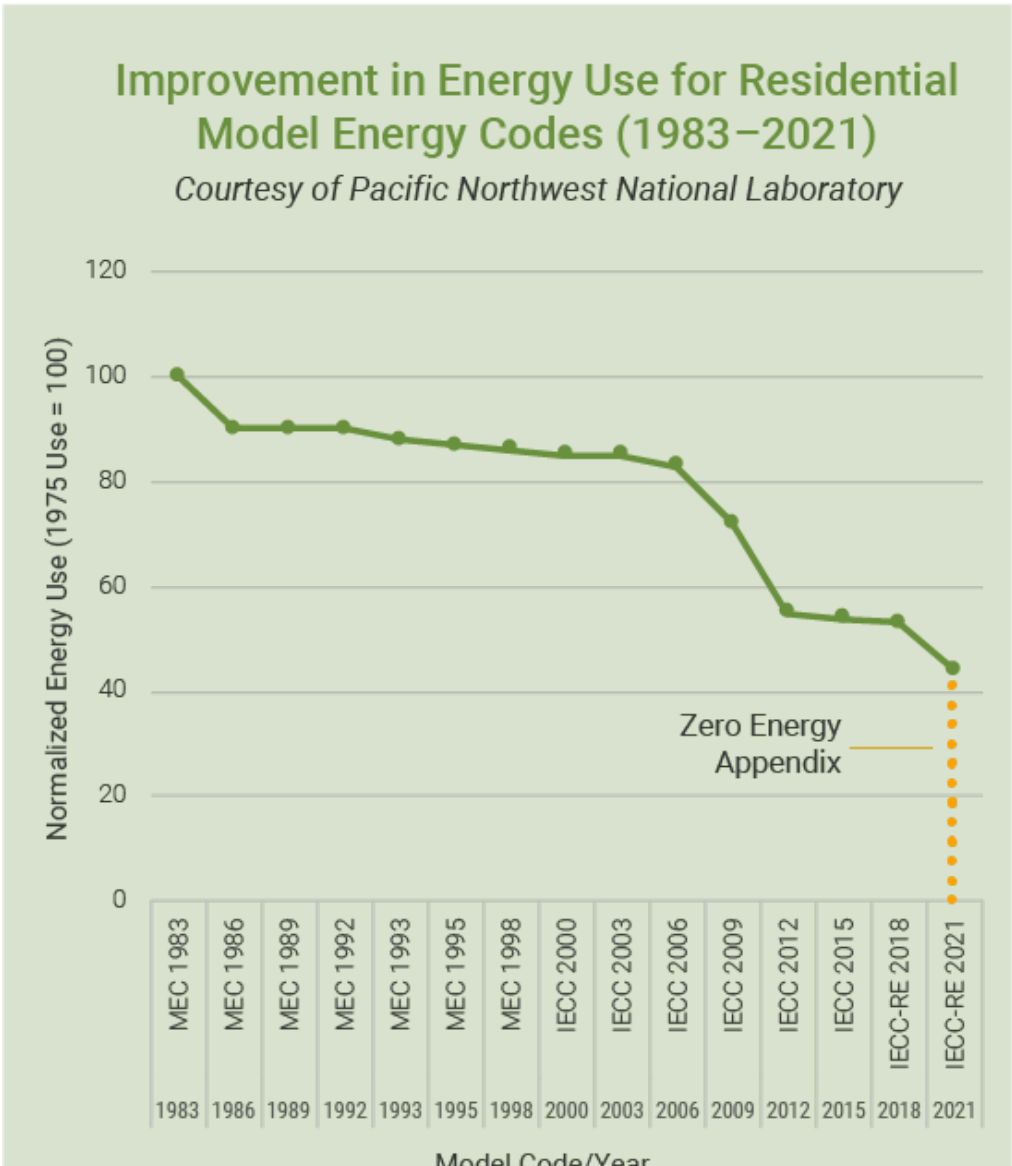
On July 21, 2021, DOE Pacific Northwest Laboratory (PNNL) produced a final determination on the 2021 IECC representing a 9.4% site energy savings improvement and an 8.7% improvement in carbon emissions for residential buildings relative to the 2018 IECC, saving homeowners an average of \$2,320 over the life of a typical mortgage. The U.S. Department of Housing and Urban Development (HUD) estimates that hard-working families will **save over 35%** on energy costs by building homes using the latest energy codes.

PNNL also produced analysis on the 2021 IECC commercial provisions on September 7, 2022, finding site energy savings of 12.1% and a 10.2% GHG emissions savings for commercial buildings relative to the 2018 IECC. The determination concluded that, on a national weighted average basis, the 2021 IECC is 6.5% more efficient for site energy use and 3.3% more for energy costs than Standard 90.1-2019.

DOE’s final residential determination can be found [here](#), while the commercial analysis is available [here](#).

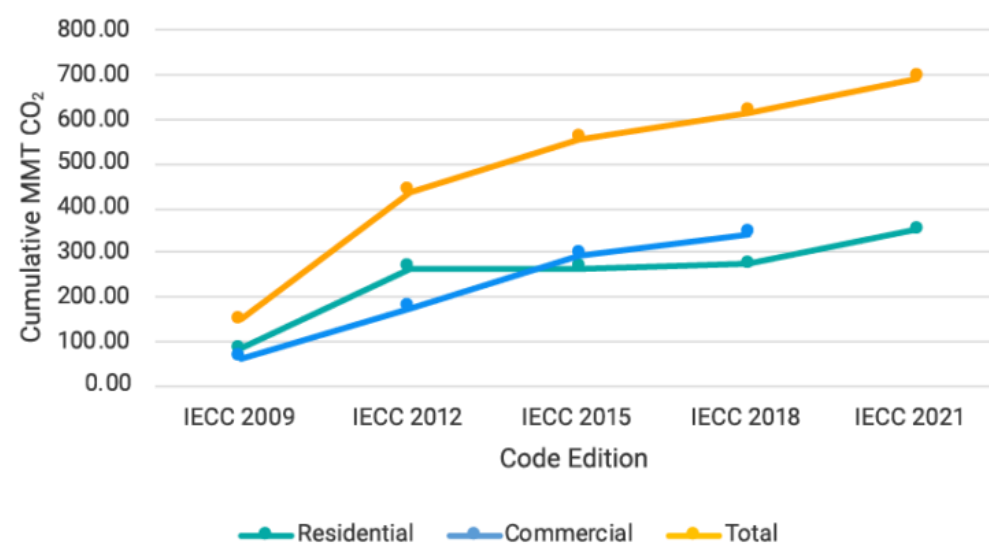
The 2021 IECC represents an approximately 40% improvement in energy efficiency for residential and commercial buildings compared to the 2006 edition, meaning that residents in states and cities on older IECC editions would see far greater savings. Improvements in the residential and commercial provisions of the IECC since 2009 will provide over 350 million metric tons (MMT) of CO<sub>2</sub> savings for residential buildings and 340 MMT for commercial buildings, totaling nearly 700 MMT of savings. The Department has also released data on energy, cost and GHG reductions each state and many cities could achieve by adopting the 2021 IECC, which are available [here](#). The Code Council has compiled the homeowner-level benefits state-by-state including annual cost savings from updating to the 2021 IECC in [this fact sheet](#).

If all states updated to the 2021 IECC, nationally over 22,000 jobs would be created in the first year and over 632,000 jobs cumulatively over 30 years.



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Each new edition of the energy code has provided for the cost-effective reduction of energy use. Implementation of the 2021 IECC is foundational to achieving energy savings and reductions on GHG emissions across building stock, both residential and commercial. According to the [US Department of Energy](#), from 2010 to 2040, the model energy codes for residential and commercial buildings are projected to save:

- \$138 billion energy cost savings
- 900 MMT of avoided CO<sub>2</sub> emissions
- 13.5 quads of primary energy

These savings equate to the annual emissions of:

- 195 million passenger vehicles
- 227 coal power plants
- 108 million homes

For perspective, the primary energy consumption of the entire U.S. commercial and residential sectors in 2020 was estimated at 38 quads.

## Resilience Benefits

The Department of Energy's National Laboratories performed a 2023 study entitled [Enhancing Resilience in Buildings Through Energy Efficiency](#), which provides standardized methodology and analysis demonstrating the value of building codes and above code measures to hazard resilience. The study reveals that improving envelope efficiency in buildings to meet or exceed current energy code requirements is a cost-effective strategy to save lives during extreme temperature events. Increasing the efficiency of the envelope in existing single-family buildings to meet code requirements of the 2021 IECC extends habitability by as much as 120% during extreme cold and by up to 140% during extreme heat. For new buildings, benefit-cost ratio (BCR) values for meeting 2021 IECC envelope requirements range from 2 to over 6 for single-family buildings, making a strong financial case for adoption.

## New and updated provisions save energy, improve usability

Key changes to the 2021 IECC improve efficiency by 9.4 percent and reduce greenhouse gases by 8.7 percent over the 2018 IECC; these changes include new provisions that increase efficiency and encourage greater flexibility in design and construction as well as changes to existing requirements that provide clarification and improve usability of the code.

View a summary of key changes [here](#).

### Additional Energy Efficient Packages

Three new additional energy efficient package options, as shown in the figure below, were added to the 2021 IECC. This addition brings the total number of energy efficiency compliance options to eleven. The purpose of this section is to provide flexibility to achieve the energy savings needed to meet the overall energy savings goal of the code. These additional requirements come into play during the

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ECU, competitive grant program allocated 470 million, 4.0 million annually (1.1 million, 1999), to support CEU governments in the



effective implementation of updated energy codes. Local governments must apply with a state agency and partnerships with public and private sector team members are encouraged.

To learn more about the Code Council's resilient and efficient codes solutions, access our [factsheet](#).

Assistance for Latest and Zero Building Energy Code Adoption

The Inflation Reduction Act (IRA) provides \$1 billion for states and local governments with the authority to adopt traditional building energy codes and innovative building energy codes, such as zero energy building codes and building performance standards, to lead the way in decarbonizing the new and existing residential and commercial buildings. The program is split into formula and competitive funding opportunities, which are outlined below.

Formula Program

DOE has released the [Administrative and Legal Requirements Document \(ALRD\)](#) for the [formula grant funding](#) portion of the [Assistance for Latest and Zero Building Energy Code Adoption](#) program, which provides additional information on eligible recipients, qualifying activities, and program guidance. Eligible states and territories must submit a letter of intent to [IRACodes@hq.doe.gov](mailto:IRACodes@hq.doe.gov) by **January 31, 2024**, to reserve their funding, with full applications due by September 30, 2025. States are encouraged to submit a letter of intent irrespective of their current update status to assure potential future access to this funding. An optional [template letter of intent](#) is available to download. The formula funding breakdown includes:

To find out how much your state is eligible for please review the allocations from [DOE by state](#).

Competitive Program

On December 18, 2023, the DOE issued a [Funding Opportunity Announcement](#) for \$530 million in new [competitive grant funding](#) through the [Assistance for Latest and Zero Building Energy Code Adoption](#) program. Applicants must submit a Concept Paper by **February 9, 2024 at 5pm ET** to be eligible to submit a Full Application in the first round of funding. Applications will be accepted in three rounds, but DOE may elect to allocate all available funding in the first round of proposals. The first Full Application submission deadline is **April 30, 2024 at 5pm ET**. Additional information is available within the Code Council's [Factsheet](#).

Visit [ICC's Federal Grants Webpage](#) for more details.

Other Grants for Energy Code Activities

The IIJA also established financial assistance through the Energy Efficiency and Conservation Block Grant Program (EECBG) and State Energy Program (SEP). DOE will determine allocations for these resources.

- \$550 million is available through the EECBG to support development and implementation of energy codes; energy audits; energy efficiency, renewable energy, and zero-emission transportation financing; building retrofits; and installation of site renewable energy, among several delineated uses.
- \$500 million is available for the SEP, until federal fiscal year 2026, to support development and implementation of energy codes; installation of renewable energy systems, energy and water efficiency upgrades, and EV charging stations; and financing programs, among several delineated uses.

# Compliance and Enforcement

Adoption of the most recent model energy code is the first step to tapping into to cost-effective energy savings. Adoption should be followed by training and full implementation of the adopted code.

Although there is significant evidence of the value of energy code implementation, studies also show millions of dollars of untapped energy savings in states across the country. DOE **has also observed**, across 7 states studied, that training code officials on adopted codes can help reduce annual energy costs due to varying levels of code compliance by an average of about 45 percent.

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DOE has updated its [REScheck](#) software tool to Version 2.1.0 to support its use with the 2021 IECC. REScheck is a free, web-based software application that supports builders, designers and contractors' need to demonstrate that a particular residential structure complies with the IECC. The compliance software also assists building officials, plan reviewers and inspectors in making energy code compliance determinations. Learn more about REScheck [here](#).

The use of Remote Virtual Inspections (RVI) has gained traction as an effective building inspection alternative in response to the COVID-19 Pandemic and local building inspection resource constraints, facilitating efficient and remote inspections utilizing modern technology. To support the effective implementation of RVI the International Code Council, in partnership with DOE's Building Energy Codes Program, developed the Remote Virtual Inspection Protocols and checklist for Residential Energy Code Inspections for the 2018 and 2021 IECC. The RVI checklist can also be used to support onsite residential energy code inspections. Access the RVI Protocols and Checklist [here](#).

More information on IECC Compliance and Enforcement can be found [here](#).

## Considerations for Adopting the 2021 IgCC

The International Green Construction Code (IgCC) is a collaborative effort of the Code Council, ASHRAE, the Illuminating Engineering Society and the U.S. Green Building Council to provide adoptable code language for communities that want to go beyond requirements contained in base codes. Although a stretch code currently, the IgCC sets the direction for the future of high performance building. The IgCC provides the design and construction industry with the single, most effective way to deliver integrated energy conservation, water efficiency, site and material sustainability, land use, and indoor environmental quality. It is currently adopted or in use in 13 states and DC and by the General Services Administration and the Department of Defense.

The 2021 edition of the IgCC offers essential sustainable construction building blocks on which future resilient initiatives can develop and expand. As jurisdictions continue to go beyond base codes to meet their robust climate and energy efficiency goals, the IgCC will be a critical part of the toolkit. The new edition provides:

- Written-in, enforceable code language and overlays with I-Codes;
- Extended scope to all areas of sustainable buildings and sites beyond energy conservation provisions of the IECC;
- Ability to customize which requirements to adopt through a Jurisdictional Options table;
- Appendix L, which aligns IgCC requirements with core elements of LEED versions 4.0 and 4.1;
- Appendix M, which provides options for residential compliance with the National Green Building Standard (ICC 700).

## Social Media Resources

Here are digital cards that you can post on social media that showcase the energy savings and efficiency of the 2021 International Energy Conservation Code®. *Digital cards are available in 1200x630 and 1080x1080 dimensions.*

We use essential cookies to make our site work. With your consent, we may also use non-essential cookies to improve user experience, personalize content, and analyze website traffic. For these reasons, we may share your site usage data with our analytics partners. By clicking "Accept," you agree to our website's cookie use as described in our [Cookie Policy](#). You can change your cookie settings at any time by clicking "[Preferences](#)."

## CHAPTER 1 [CE] SCOPE AND ADMINISTRATION

### SECTION C101 SCOPE AND GENERAL REQUIREMENTS

**C101.1 Title.** This code shall be known as the *Illinois Energy Conservation Code* or “this Code” and shall mean:

With respect to the State facilities covered by 71 Ill. Adm. Code 600.Subpart B:

This Part, all additional requirements incorporated within Subpart B (including the 2021 International Energy Conservation Code, including all published errata but excluding published supplements that encompass ASHRAE 90.1-2019), and any statutorily authorized adaptations to the incorporated standards adopted by CDB are effective upon adoption.

With respect to the privately funded commercial facilities covered by 71 Ill. Adm. Code 600.Subpart C:

This Part, all additional requirements incorporated within Subpart C (including the 2021 International Energy Conservation Code, including all published errata and excluding published supplements that encompass ASHRAE 90.1-2019), and any statutorily authorized adaptations to the incorporated standards adopted by CDB, are effective upon adoption.

**C101.1.2 Adoption.** The Board shall adopt amendments to this Code within 12 months after publication of changes to the International Energy Conservation Code. Any such update in this Code shall take effect within 6 months after it is adopted by the Board and shall apply to any new building or structure in this State for which a building permit application is received by a municipality or county, except as otherwise provided by the EEB Act.

**C101.1.3 Adaptation.** The Board may appropriately adapt the International Energy Conservation Code to apply to the particular economy, population, distribution, geography and climate of the State and construction within the State, consistent with the public policy objectives of the EEB Act.

**C101.5 Compliance.** *Commercial buildings* shall meet the provisions of the *Illinois Energy Conservation Code* covered by 71 Ill. Adm. Code 600.Subpart C. The local authority having jurisdiction (AHJ) shall establish its own procedures for enforcement of the Illinois Energy Conservation Code. Minimum compliance shall be demonstrated by submission of:

1. Compliance forms published in the ASHRAE 90.1 User's Manual; or
2. Compliance Certificates generated by the U.S. Department of Energy's COMcheck™ Code compliance tool; or
3. Other comparable compliance materials that meet or exceed, as determined by the AHJ, the compliance forms published in the ASHRAE 90.1 User's Manual or the U.S. Department of Energy's COMcheck™ Code compliance tool; or
4. The seal of the architect/engineer as required by Section 14 of the Illinois Architectural Practice Act [225 ILCS 305], Section 12 of the Structural Engineering Licensing Act [225 ILCS 340] and Section 14 of the Illinois Professional Engineering Practice Act [225 ILCS 325].

**SECTION C102  
ALTERNATIVE MATERIALS, DESIGN AND  
METHODS OF CONSTRUCTION AND  
EQUIPMENT**

**C102.1.1 Above code programs.** No unit of local government, including any home rule unit, may apply energy efficient building standards to privately funded commercial facilities in a manner that is less stringent than the Code as described in 71 Ill. Adm. Code 600. Subpart C. However, nothing in the EEB Act or Subpart C prevents a unit of local government from adopting an energy efficiency code or standards that are more stringent than this Code. The requirements identified in Table C407.2 shall be met.

**SECTION C110  
BOARD OF APPEALS**

**C110.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this Code, there may be created a board of appeals. The *code official* shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

**C110.3 Qualifications.** The board of appeals shall consist of members who are qualified by experience and training.

**CHAPTER 2 [CE]  
DEFINITIONS**

**SECTION C202  
GENERAL DEFINITIONS**

**ADD THE FOLLOWING Definitions:**

**APPROVED SOURCE.** An independent person, firm or corporation, *approved* by the building official, who is competent and experienced in the application of engineering principles to materials, methods or systems analyses.

**AUTHORITY HAVING JURISDICTION or AHJ.** The organization, officer or individual responsible for approving equipment, materials, an installation or procedure.

**BOARD.** The Illinois Capital Development Board.

**COUNCIL.** The Illinois Energy Conservation Advisory Council whose purpose is to recommend modifications to the *Illinois Energy Conservation Code*.

**Demand Response Signal** - means a signal that indicates a price or a request to modify electricity consumption for a limited time period.

**Demand Responsive Control** – means a control capable of receiving and automatically responding to a demand response signal.

**EEB ACT.** The Energy Efficient Building Act [20ILCS 3125].

**Photosynthetic Photon Efficacy (PPE)** – means a photosynthetic photon flux divided by input electric power in units of micromoles per second per watt, or micromoles per joule as defined by ANSI/ASABE S640.

## CHAPTER 4 [CE] COMMERCIAL ENERGY EFFICIENCY

### SECTION C402 BUILDING ENVELOPE REQUIREMENTS

#### C402.4.1.3 Fenestration Orientation

The vertical fenestration shall comply with equation either (a) or (b) a.  $AW \leq (AT)/4$  and  $AE \leq (AT)/4$   
b.  $AW \times SHGCW \leq (AT \times SHGCC)/5$  and  $AE \times SHGCE \leq (AT \times SHGCC)/5$

where

$A_w$  = west-oriented vertical fenestration area (oriented within 45 degrees of true west to the south and within 22.5 degrees of true west to the north in the northern hemisphere)

$A_e$  = east-oriented vertical fenestration area (oriented within 45 degrees of true east to the south and within 22.5 degrees of true east to the north in the northern hemisphere)

$AT$  = total vertical fenestration area

$SHGCC$  =  $SHGC$  criteria in Table C402.4

$SHGCE$  =  $SHGC$  for east-oriented fenestration

$SHGCW$  =  $SHGC$  for west-oriented fenestration

#### Exceptions:

1. Buildings with shade on 75% of the east- and west-oriented vertical fenestration areas from permanent projections, existing buildings, existing permanent infrastructure, or topography at 9 a.m. and 3 p.m., respectively, on the summer solstice (June 21).
2. Alterations and additions with no increase in vertical fenestration area.
3. Buildings where the west-oriented and east-oriented vertical fenestration area does not exceed 20% of the gross wall area for each of those façades, and  $SHGC$  on those façades is no greater than 90% of the criteria in Table C402.4.

**C402.5.1 Air barriers.** A continuous air barrier shall be provided throughout the building thermal envelope. The air barriers shall be permitted to be located on the inside or outside of the building envelope, located within the assemblies composing the envelope, or any combination thereof. The air barrier shall comply with Sections

C402.5.1.1 and C402.5.1.2. For roof air barriers on existing buildings, refer to Section C503.1 or C504.2.

**Exception:** Air barriers are not required in buildings located in *Climate Zone 2B*.

**C402.5.1.1 Air barrier construction.** The continuous air barrier shall be constructed to comply with the following:

1. The air barrier shall be continuous for all assemblies that are the thermal envelope of the building and across the joints and assemblies.
2. Air barrier joints and seams shall be sealed, including sealing transitions at joints between dissimilar materials. The joints and seals shall be securely installed in or on the joint for its entire length so as not to dislodge, loosen or otherwise impair its ability to resist positive and negative pressure from wind, stack effect and mechanical ventilation.
3. Penetrations of the air barrier shall be caulked, gasketed or otherwise sealed in a manner compatible with the construction materials and location. Sealing shall allow for expansion, contraction and mechanical vibration. Paths for air leakage from the building to the space between the roof deck and roof covering used as an air barrier, shall be caulked, gasketed or otherwise covered with a moisture vapor-permeable material. Joints and seams associated with penetrations shall be sealed in the same manner or taped. Sealing materials shall be securely installed around the penetration so as not to dislodge, loosen or otherwise impair the penetrations' ability to resist positive and negative pressure from wind, stack effect and mechanical ventilation. Sealing of concealed fire sprinklers, where required, shall be in a manner that is recommended by the manufacturer. Caulking or other adhesive sealants shall not be used to fill voids between fire sprinkler cover plates and walls or ceilings.
4. Recessed lighting fixtures shall comply with Section C402.5.10. Where similar objects are installed that penetrate the air barrier, provisions shall be made to maintain the integrity of the air barrier.



## SECTION C405 ELECTRICAL POWER AND LIGHTING SYSTEMS

### C405.4 Lighting for plant growth and maintenance.

All permanently installed luminaires used for plant growth and maintenance shall have a [photosynthetic photon efficacy](#) as defined in accordance with [ANSI/ASABE S640](#) of not less than 1.7  $\mu\text{mol/J}$  for greenhouses and not less than 2.2  $\mu\text{mol/J}$  for all other indoor growing spaces.

**Exception:** The following buildings are exempt:

1. [Buildings with no more than 40kW of aggregate horticultural lighting load.](#)
2. [Cannabis facilities subject to 410 ILCS 705/10-45- the Cannabis Regulation and Tax Act.](#)

## SECTION C406 ADDITIONAL EFFICIENCY REQUIREMENTS

**C406.1 Additional energy efficiency credit requirements.** New buildings shall achieve a total of 10 credits from Tables C406.1(1) through C406.1(5) where the table is selected based on the use group of the building and from credit calculations as specified in relevant subsections of Section C406. Where a building contains multiple-use groups, credits from each use group shall be weighted by floor area of each group to determine the weighted average building credit.

Credits from the tables or calculation shall be achieved where a building complies with one or more of the following:

1. [More efficient HVAC performance in accordance with Section C406.2.](#)
2. [Reduced lighting power in accordance with Section C406.3.](#)
3. [Enhanced lighting controls in accordance with Section C406.4.](#)
4. [On-site supply of renewable energy in accordance with Section C406.5.](#)
5. [Provision of a dedicated outdoor air system for certain HVAC equipment in accordance with Section C406.6.](#)
6. [High-efficiency service water heating in accordance with Section C406.7.](#)

7. [Enhanced envelope performance in accordance with Section C406.8.](#)
8. [Reduced air infiltration in accordance with Section C406.9](#)
9. [Where not required by Section C405.12, include an energy monitoring system in accordance with Section C406.10.](#)
10. [Where not required by Section C403.2.3, include a fault detection and diagnostics \(FDD\) system in accordance with Section C406.11.](#)
11. [Efficient kitchen equipment in accordance with Section C406.12.](#)
12. [HVAC demand responsive controls and more efficient HVAC performance in accordance with Section C406.2 and Section C406.13.](#)
13. [Water heating demand responsive controls and high-efficiency service water heating in accordance with Section C406.7 and Section C406.14.](#)

Modify Table C406.1(1) as follows:

**Table C406.1(1) Additional Energy Efficiency Credits for Group B Occupants**

Climate Zone:	4A	5A
<a href="#">C406.13 HVAC demand responsive controls</a>	2	2
<a href="#">C406.14 Water heating demand responsive controls</a>	1	1

Modify Table C406.1(2) as follows:

**Table C406.1(2) Additional Energy Efficiency Credits for Group R and I Occupancies**

Climate Zone:	4A	5A
<a href="#">C406.13 HVAC demand responsive controls</a>	4	3
<a href="#">C406.14 Water heating demand responsive controls</a>	1	1

Modify Table C406.1(3) as follows:

**Table C406.1(3) Additional Energy Efficiency Credits for Group E Occupancies**

Climate Zone:	4A	5A
C406.13 HVAC demand responsive controls	4	4
C406.14 Water heating demand responsive controls	1	1

Modify Table C406.1(4) as follows:

**Table C406.1(4) Additional Energy Efficiency Credits for Group M Occupancies**

Climate Zone:	4A	5A
C406.13 HVAC demand responsive controls	4	3
C406.14 Water heating demand responsive controls	x	x

Modify Table C406.1(5) as follows:

**Table C406.1(5) Additional Energy Efficiency Credits for Other\* Occupancies**

Climate Zone:	4A	5A
C406.13 HVAC demand responsive controls	3	3
C406.14 Water heating demand responsive controls	2	2

**C406.1.1 Tenant spaces.** Tenant spaces shall comply with sufficient options from Tables C406.1(1) through C406.1(5) to achieve a minimum number of 5 credits, where credits are selected from Section C406.2, C406.3, C406.4, C406.6, C406.7 or C406.10. Where the entire building complies using credits from Section C406.5, C406.8, C406.9, or C406.13 tenant spaces shall be deemed to comply with this section.

**Exception:** Previously occupied tenant spaces that comply with this code in accordance with Section C501.

**C406.13 HVAC demand responsive controls.** Buildings shall be provided with demand responsive controls capable of executing the following actions in response to a demand response signal:

1. Automatically increasing the zone operating cooling set point by the following values: 1°F (0.5°C), 2°F (1°C), 3°F (1.5°C), and 4°F (2°C).
2. Automatically decreasing the zone operating heating set point by the following values: 1°F (0.5°C), 2°F (1°C), 3°F (1.5°C), and 4°F (2°C).

Where a demand response signal is not available the heating and cooling system controls shall be capable of performing all other functions. Where thermostats are controlled by direct digital control including, but not limited to, an energy management system, the system shall be capable of demand responsive control and capable of adjusting all thermal setpoints to comply. The demand responsive controls shall comply with either Section C406.13.1 or Section C406.13.2

**C406.13.1 Air conditioners and heat pumps with two or more stages of control and cooling capacity of less than 65,000 Btu/h.** Thermostats for air conditioners and heat pumps with two or more stages of control and a cooling capacity less than 65,000 Btu/h (19 kW) shall be provided with a demand responsive control that complies with the communication and performance requirements of AHRI 1380.

**C406.13.2 All other HVAC systems.** Thermostats for HVAC systems shall be provided with a demand responsive control that complies with one of the following:

1. Certified OpenADR 2.0a VEN, as specified under Clause 11, Conformance
2. Certified OpenADR 2.0b VEN, as specified under Clause 11, Conformance
3. Certified by the manufacturer as being capable of responding to a demand response signal from a certified OpenADR 2.0b VEN by automatically implementing the control functions requested by the VEN for the equipment it controls
4. IEC 62746-10-1
5. The communication protocol required by a controlling entity, such as a utility or service provider, to participate in an automated demand response program
6. The physical configuration and communication protocol of CTA 2045-A or CTA 2045-B.

**C406.14 Water heating demand responsive controls.**

Electric storage water heaters with a rated water storage volume of 40 gallons (150L) to 120 gallons (450L) and a nameplate input rating equal to or less than 12kW shall be provided with demand responsive controls in accordance with Table C406.14 or another equivalent approved standard.

**TABLE C406.14  
DEMAND RESPONSIVE CONTROLS FOR WATER HEATING**

Equipment Type	Controls	
Electric storage water heaters	Manufactured before 7/1/2025	Manufactured on or after 7/1/2025
	ANSI/CTA-2045-B Level 1 and also capable of initiating water heating to meet the temperature set point in response to a demand response signal.	ANSI/CTA-2045-B Level 2, except “Price Stream Communication” functionality as defined in the standard.

**SECTION C407  
TOTAL BUILDING PERFORMANCE**

Modify Table C407.2 as follows:

**TABLE C407.2  
REQUIREMENTS FOR TOTAL BUILDING PERFORMANCE**

SECTION <sup>a</sup>	TITLE
Envelope	
C402.4.1.3	Fenestration Orientation



Modify Table C407.4.1(1) as follows:

**TABLE C407.4.1(1)**  
**SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS**

Vertical fenestration other than opaque doors	<p>Area</p> <p>The proposed vertical fenestration area; where the proposed vertical fenestration area is less than 40 percent of the above- grade wall area.</p> <p>40 percent of above grade wall area; where the proposed vertical fenestration area is 40 percent or more of the above grade wall area</p> <p>Fenestration orientation shall comply with C402.4.1.3</p>	As proposed
	U-factor: as specified in Table C402.4	As proposed
	<p>SHGC: as specified in Table C402.4 except that for climates with no requirement (NR) SHGC = 0.40 shall be used.</p> <p>Fenestration SHGC shall comply with C402.4.1.3</p>	As proposed
	External shading and PF: none	As proposed

## SECTION C503 ALTERATIONS

**C503.2.1 Roof Replacement.** *Roof replacements* shall comply with Section C402.1.3, C402.1.4, C402.1.5 or C407 where the existing roof assembly is part of the *building thermal envelope* and contains insulation entirely above the roof deck. In no case shall the *R*-value of the roof insulation be reduced or the *U*-factor of the roof assembly be increased as part of the *roof replacement*.

**Exceptions:** Where compliance with Section C402.1 cannot be met due to limiting conditions on an existing roof, an *approved* design shall be submitted with the following:

1. *Construction documents* that include a report by a *registered design professional* or an *approved source* documenting details of the limiting conditions affecting compliance with the insulation requirements.
  2. *Construction documents* that include a roof design by a *registered design professional* or an *approved source* that minimizes deviation from the insulation requirements.
-

## Referenced Standards

ASME

ASME

Two Park Avenue  
New York, NY 10016-5990

BPVC

Boiler and Pressure Vessel Code

AHRI

Air-Conditioning, Heating, & Refrigeration Institute

2111 Wilson Blvd, Suite 500

Arlington, VA 22201

1380-2019

Demand Response through Variable Capacity HVAC Systems in Residential and Small Commercial Applications

ANSI

American National Standards Institute

25 West 43rd Street, 4th Floor

New York, NY 10036

ANSI/CTA-2045-A-2018

Modular Communications Interface for Energy Management

ANSI/CTA-2045-B-2019

Modular Communications Interface for Energy Management

CTA

Consumer Technology Association

1919 S. Eads Street

Arlington, VA 22202

ANSI/CTA-2045-B

Modular Communications Interface for Energy Management  
C404.11

IEC

IEC Regional Centre for North America

IEC International Electrotechnical Commission

446 Main Street 16th Floor

Worcester, MA 016808

IEC 62746-10-1 - 2018

Systems interface between customer energy management system and the power management system – Part 10-1: Open automated demand response

## CHAPTER 1 [RE] SCOPE AND ADMINISTRATION

### SECTION R101 SCOPE AND GENERAL REQUIREMENTS

**R101.1 Title.** This code shall be known as the *Illinois Energy Conservation Code* or “this Code”, and shall mean:

With respect to the residential buildings covered by 71 Ill. Adm. Code 600.Subpart D:

This Part, all additional requirements incorporated within Subpart D (including the 2021 International Energy Conservation Code, including all published errata but excluding published supplements) and any statutorily authorized adaptations to the incorporated standards adopted by CDB is effective upon adoption.

**R101.1.2 Adoption.** The Board shall adopt amendments to this Code within 12 months after publication of changes to the International Energy Conservation Code. Any such update in this Code shall take effect within 6 months after it is adopted by the Board and shall apply to any new building or structure in this State for which a building permit application is received by a municipality or county, except as otherwise provided by the EEB Act.

**R101.1.3 Adaptation.** The Board may appropriately adapt the International Energy Conservation Code to apply to the particular economy, population distribution, geography, and climate of the State and construction within the State, consistent with the public policy objectives of the EEB Act.

**R101.5 Compliance.** *Residential buildings* shall meet the provisions of the *Illinois Energy Conservation Code* covered by 71 Ill. Adm. Code 600. Subpart D. The local authority having jurisdiction (AHJ) shall establish its own procedures for enforcement of the Illinois Energy Conservation Code. Minimum compliance shall be demonstrated by submission of:

1. Compliance Certificates generated by the U.S. Department of Energy’s REScheck™ code compliance tool; or
2. Other comparable compliance materials that meet or exceed, as determined by the AHJ, the U.S. Department of Energy’s REScheck™ code compliance tool; or

3. The seal of the architect/engineer as required by Section 14 of the Illinois Architectural Practice Act [225 ILCS 305], Section 12 of the Structural Engineering Licensing Act [225 ILCS 340] and Section 14 of the Illinois Professional Engineering Practice Act [225 ILCS 325]

### SECTION R102 ALTERNATIVE MATERIALS, DESIGN AND METHODS OF CONSTRUCTION AND EQUIPMENT

**R102.1.1 Above code programs.** No unit of local government, including any home rule unit, may regulate energy efficient building standards for residential building in a manner that is either less or more stringent than the standards established pursuant to this Code. Buildings shall be considered to be in compliance with this code where such buildings also meet the requirements identified in Table R405.2 and the building thermal envelope is greater than or equal to levels of efficiency and solar heat gain coefficients (SHGC) in Tables 402.1.1 and 402.1.3 of the 2009 International Energy Conservation Code.

However, the following entities may regulate energy efficient building standards for residential buildings in a manner that is more stringent than the provisions contained in this Code:

- i) A unit of local government, including a home rule unit, that has, on or before May 15, 2009, adopted or incorporated by reference energy efficient building standards for residential buildings that are equivalent to or more stringent than the 2006 International Energy Conservation Code;
- ii) A unit of local government, including a home rule unit that has, on or before May 15, 2009, provided to the Capital Development Board, as required by Section 10.18 of the Capital Development Board Act, an identification of an energy efficient building code or amendment that is equivalent to or more stringent than the 2006 International Energy Conservation Code; and
- iii) A municipality with a population of 1,000,000 or more.

## SECTION R110 MEANS OF APPEALS

**R110.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there may be created a board of appeals. *The code official shall be an ex officio member of the board of appeals but shall not have a vote on any matter before the board.* The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

**R110.3 Qualifications.** The board of appeals shall consist of members who are qualified by experience and training.

## CHAPTER 2 [RE] DEFINITIONS

### SECTION R202 GENERAL DEFINITIONS ADD THE FOLLOWING Definitions:

**APPROVED SOURCE.** An independent person, firm or corporation, *approved* by the building official, who is competent and experienced in the application of engineering principles to materials, methods or systems analyses.

**AUTHORITY HAVING JURISDICTION or AHJ.** The organization, officer or individual responsible for approving equipment, materials, an installation or procedure.

**BOARD.** The Illinois Capital Development Board.

**COUNCIL.** The Illinois Energy Conservation Advisory Council whose purpose is to recommend modifications to the *Illinois Energy Conservation Code*.

**EEB ACT.** The Energy Efficient Building Act [20ILCS 3125].

**LOCAL EXHAUST.** An exhaust system that uses one or more fans to exhaust air from a specific room or rooms within a dwelling.

**RESIDENTIAL BUILDING.** Means a detached one-family or two-family dwelling or any building that is three stories or less in height above grade that contains multiple dwelling units, in which the occupants reside on a primarily permanent basis, such as a townhouse, a row house, an apartment house, a convent, a monastery, a rectory, a fraternity or sorority house, a dormitory, and a rooming house; provided, however, that when applied to a building located within the boundaries of a municipality having a population of 1,000,000 or more, the term “RESIDENTIAL BUILDING” means a building containing one or more dwelling units, not exceeding four (4) stories above grade, where occupants are primarily permanent.

**WHOLE HOUSE MECHANICAL VENTILATION SYSTEM.** An exhaust system, supply system, or combination thereof that is designed in accordance with Section R403.6 to mechanically exchange indoor air with outdoor air when operating continuously or through a programmed intermittent schedule to satisfy the whole house ventilation rate. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

## CHAPTER 4 [RE] RESIDENTIAL ENERGY EFFICIENCY

### SECTION R401 GENERAL

**R401.2 Application.** Residential buildings shall comply with Section R401.2.6 and either Sections R401.2.1, R401.2.2, R401.2.3, R401.2.4 or R401.2.5.

**Exception:** Additions, alterations, repairs and changes of occupancy to existing buildings complying with Chapter 5.

**R401.2.5 Phius Alternative Compliance Option.** The Phius Alternative Compliance Option requires compliance with Section R409.

**R401.2.6 Additional energy efficiency.** This Section establishes additional requirements applicable to all compliance approaches to achieve additional energy efficiency.

1. For buildings complying with Section R401.2.1, one of the additional efficiency package options shall be installed according to Section R408.2.

2. For buildings complying with Section R401.2.2, the building shall meet one of the following:
  - 2.1. One of the additional efficiency package options in Section R408.2 shall be installed without including such measures in the proposed design under Section R405; or
  - 2.2. The proposed design of the building under Section R405.3 shall have an annual energy cost that is less than or equal to 95 percent of the annual energy cost of the standard reference design.
3. For buildings complying with the Energy Rating Index alternative Section R401.2.3, the Energy Rating Index value shall be at least 5 percent less than the Energy Rating Index target specified in Table R406.5.

The option selected for compliance shall be identified in the certificate required by Section R401.3.

## SECTION R402 BUILDING THERMAL ENVELOPE

Modify Table R402.1.2 as follows:

**TABLE R402.1.2**  
**MAXIMUM ASSEMBLY U-FACTORS<sup>a</sup> AND**  
**FENESTRATION REQUIREMENTS**

CLIMATE ZONE	CEILING U-FACTOR
4 except Marine	0.026
5 and Marine 4	0.026

Modify Table R402.1.3 as follows:

**TABLE R402.1.3**  
**INSULATION MINIMUM R-VALUES AND**  
**FENESTRATION REQUIREMENTS BY COMPONENT<sup>a</sup>**

CLIMATE ZONE	CEILING R-VALUE
4 except Marine	49
5 and Marine 4	49

**R402.2.1 Roof/Ceilings with attics.** Where Section R402.1.3 requires R-49 insulation in the ceiling or attic, installing R-38 over 100 percent of the ceiling or attic area requiring insulation shall satisfy the requirement for R-49 insulation wherever the full height of uncompressed R-38 insulation extends over the wall top plate at the eaves. Where Section R402.1.3 requires R-60 insulation in the ceiling or attic, installing R-49 over 100 percent of the ceiling or attic area requiring insulation shall satisfy the requirement for R-60 insulation wherever the full height of uncompressed R-49 insulation extends over the wall top plate at the eaves. This reduction shall not apply to the insulation and fenestration criteria in Section R402.1.2 and the Total UA alternative in Section R402.1.5.

**R402.2.2 Roof/Ceilings without attic spaces.** Where Section R402.1.3 requires insulation R-values greater than R-30 in the interstitial space above a ceiling and below the structural roof deck, and the design of the roof/ceiling assembly does not allow sufficient space for the required insulation, the minimum required insulation R-value for such roof/ceiling assemblies shall be R-30. Insulation shall extend over the top of the wall plate to the outer edge of such plate and shall not be compressed. This reduction of insulation from the requirements of Section R402.1.3 shall be limited to 500 square feet (46 m<sup>2</sup>) or 20 percent of the total insulated ceiling area, whichever is less. This reduction shall not apply to the Total UA alternative in Section R402.1.5.

#### **R402.2.8.1 Basement wall insulation installation.**

Where basement walls are insulated, the insulation shall be installed from the top of the basement wall down to 10 feet (3048 mm) below grade or to **within 6 inches (152 mm)** of the basement floor, whichever is less.

### **SECTION R403 SYSTEMS**

**R403.3 Ducts.** Ducts and air handlers shall be **insulated, sealed, tested and** installed in accordance with Sections R403.3.1 through R403.3.7. **Where required by the code official, duct testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the code official.**

**403.3.6 Duct Leakage.** The total leakage of the ducts, where measured in accordance with Section R403.3.5, shall be as follows:

1. Rough-in test: The total leakage shall be less than or equal to 4.0 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m) of *conditioned floor area* where the air handler is installed at the time of the test. Where the air handler is not installed at the time of the test, the total leakage shall be less than or equal to 3.0 cubic feet per minute (85 L/min) per 100 square feet (9.29 m) of *conditioned floor area*.

**Exception:** If the HVAC duct system is serving less than or equal to 1,500 square feet of *conditioned floor area*, the allowable duct leakage with the air-handler installed shall be 60 cubic feet per minute or less.

2. Postconstruction test: Total leakage shall be less than or equal to 4.0 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m) of conditioned floor area.

**Exception:** If the HVAC duct system is serving less than or equal to 1,500 square feet of conditioned floor area, the allowable duct leakage shall be 60 cubic feet per minute or less.

3. Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the building thermal envelope, total leakage shall be less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m) of conditioned floor area.

**Exception:** If the HVAC duct system is serving less than or equal to 750 square feet of conditioned floor area, the allowable duct leakage with the air-handler installed shall be 60 cubic feet per minute or less.

**R403.6 Mechanical ventilation.** The buildings or *dwelling units* complying with Section R402.4.1 shall be provided with ventilation that complies with the requirements of **this section** or the *International Mechanical Code*, as applicable, or with other *approved* means of ventilation. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

**R403.6.4 Recirculation of air.** Exhaust air from bathrooms and toilet rooms shall not be recirculated within a residence or circulated to another *dwelling unit* and shall be exhausted directly to the outdoors. Exhaust air from bathrooms, toilet rooms and kitchens shall not discharge into an *attic*, crawl space or other areas inside the building. This section shall not prohibit the installation of ductless range hoods where installed in accordance with the manufacturer's instructions, and where mechanical or natural ventilation is otherwise provided, listed and labeled ductless range hoods shall not be required to discharge to the outdoors.

**R403.6.5 Exhaust equipment.** Exhaust fans and whole-house ventilation fans shall be *listed* and *labeled* as providing the minimum required airflow in accordance with ANSI/AMCA 210-ANSI/ASHRAE 51.

**R403.6.6 Whole-house mechanical ventilation system.** Whole-house mechanical ventilation systems shall be designed in accordance with Sections R403.6.6.1 through R403.6.6.4.

**R403.6.6.1 System design.** The whole-house ventilation system shall consist of one or more supply or exhaust fans, or a combination of such, and associated ducts and controls. Local exhaust or supply fans are permitted to serve as such a system. Outdoor air ducts connected to the return side of an air handler shall be considered to provide supply ventilation.



**R403.6.6.2 System controls.** The whole-house mechanical ventilation system shall be provided with controls that enable manual override. Controls shall include text or a symbol indicating their function.

**R403.6.6.3 Mechanical Ventilation Rate.** The whole-house mechanical ventilation system shall provide outdoor air at a continuous rate as determined in accordance with Table R403.6.6.3 (1) or Equation 4-0.

$$\text{Ventilation rate in cubic feet per minute} = (0.01 \times \text{total square foot area of house}) + [7.5 \times (\text{number of bedrooms} + 1)] \text{ Equation 4-0}$$

**Exceptions:**

1. Ventilation rate credit. The minimum mechanical ventilation rate determined in accordance with Table R403.6.6.3(1) or Equation 4-0 shall be reduced by 30 percent, provided that both of the following conditions apply:
  - 1.1 A ducted system supplies ventilation air directly to each bedroom and to one or more of the following rooms:
    - 1.1.1. Living room.
    - 1.1.2 Dining room.
    - 1.1.3 Kitchen.
  - 1.2 The whole-house ventilation system is a balanced ventilation system.
2. Programmed intermittent operation. The whole-house mechanical ventilation system is permitted to operate intermittently where the system has controls that enable operation for not less than 25 percent of each 4-hour segment and the ventilation rate in Table R403.6.6.3(1), by Equation 4-0 or by Exception 1 is multiplied by the factor determined in accordance with Table R403.6.6.3(2)

**R403.6.6.3.1 Different Occupant Density.** Table R403.6.6.3(1) assumes two persons in a dwelling unit and an additional person for each additional bedroom. Where higher occupant densities are known, the airflow rate shall be increased by 7.5 cfm (3.5 L/s) for each additional person. Where *approved* by the *authority having jurisdiction*, lower occupant densities may be used.

**R403.6.6.3.2 Airflow Measurement.** The airflow rate required is the quantity of outdoor ventilation air supplied and/or indoor air exhausted by the whole-house

mechanical ventilation system installed, and shall be measured using a flow hood, flow grid, or other airflow measuring device. Ventilation airflow of systems with multiple operating modes shall be tested in all modes designed to meet Section R403.6.6.3. Where required by the *code official*, testing shall be conducted by an *approved* third party. A written report of the results of the test, indicating the verified airflow rate, shall be signed by the party conducting the test and provided to the *code official*.

**R403.6.6.4 Local exhaust rates.** Local exhaust systems shall be designed to have the capacity to exhaust the minimum air flow rate determined in accordance with Table R403.6.6.4.



**TABLE R403.6.6.3(1) (M1505.4.3(1))**  
**CONTINUOUS WHOLE-HOUSE MECHANICAL VENTILATION SYSTEM AIRFLOW RATE REQUIREMENTS**

DWELLING UNIT  FLOOR AREA  (square feet)	NUMBER OF BEDROOMS				
	0 – 1	2 – 3	4 – 5	6 – 7	> 7
	Airflow in CFM				
< 1,500	30	45	60	75	90
1,501 – 3,000	45	60	75	90	105
3,001 – 4,500	60	75	90	105	120
4,501 – 6,000	75	90	105	120	135
6,001 – 7,500	90	105	120	135	150
> 7,500	105	120	135	150	165

For SI: 1 square foot = 0.0929 m<sup>2</sup>, 1 cubic foot per minute = 0.0004719 m<sup>3</sup>/s

**TABLE R403.6.6.3(2)**  
**INTERMITTENT WHOLE-HOUSE MECHANICAL VENTILATION RATE FACTORS<sup>a, b</sup>**

RUN-TIME PERCENTAGE IN EACH 4-HOUR SEGMENT	25%	33%	50%	66%	75%	100%
Factor <sup>a</sup>	4	3	2	1.5	1.3	1.0

- a. For ventilation system run time values between those given, the factors are permitted to be determined by interpolation.  
b. Extrapolation beyond the table is prohibited.

**TABLE R403.6.6.4**  
**MINIMUM REQUIRED LOCAL EXHAUST RATES FOR ONE- AND TWO-FAMILY DWELLINGS**

AREA TO BE EXHAUSTED	EXHAUST RATES
Kitchens	100 cfm intermittent or 25 cfm continuous
Bathrooms-Toilet Rooms	Mechanical exhaust capacity of 50 cfm intermittent or 20 cfm continuous

For SI: 1 cubic foot per minute = 0.0004719 m<sup>3</sup>/s

- a. The listed exhaust rate for bathrooms-toilet rooms shall equal or exceed the exhaust rate at a minimum static pressure of 0.25 inch water column in accordance with Section R403.6.5.

## SECTION R409 PHIUS ALTERNATIVE COMPLIANCE OPTION

**R409.1 Scope.** This section establishes criteria for compliance via the Phius 2021 Standard.

**R409.2 Phius Standard compliance.** Compliance based on the Phius 2021 Standard will include its United States Department of Energy (USDOE) Energy Star and Zero Energy Ready Home co-requisites, and either performance calculations by Phius-approved software or through the use of the Phius 2021 Prescriptive Path.

**R409.2.1 Phius documentation.** Prior to the issuance of a building permit, the following items must be provided to the code official:

1. A list of compliance features.
2. A Phius precertification letter.

**R409.2.2 Project certificate.** Prior to the issuance of a certificate of occupancy, the following item must be provided to the code official:

1. A Phius 2021 (or later) project certificate.

## SECTION R503 ALTERATIONS

**R503.1.1.2 Roof Replacement.** Insulation shall comply with Section R402.1. Alternatively, where limiting conditions prevent compliance with Section R402.1, an *approved* design that minimizes deviation from Section R402.1 shall be provided for the following alterations:

1. Roof replacements or a roof *alteration* that includes removing and replacing the *roof covering* where the *roof assembly* includes insulation entirely above the roof deck, where limiting conditions require use of an *approved* design to minimize deviation from Section R402.1 for a Group R-2 *building*, a registered design professional or other *approved source* shall provide *construction documents* that identify the limiting conditions and the means to address them.

## Memorandum



**To:** Village President and Board of Trustees

**From:** Erika Storlie, Village Administrator  
Phil Cotter, Public Works Director

**Subject:** Electric Utility Contract for Village Facilities

**Date:** February 19, 2024

---

### **Action Requested:**

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute a contract with the lowest responsible electricity supplier for a 12-month, 24-month, or 36-month term, depending on which is most favorable to the Village.

### **Funding Source:**

The following Funds: General, Motor Fuel Tax, and Water/Sewer

### **Summary:**

On February 5, 2024, the Village Board approved a resolution granting participation in the NIMEC bid process for securing a low-cost energy supply for Village facilities/infrastructure operated by the Village. Village facilities/infrastructure include accounts for 611 E. Main Street, the Wastewater Treatment Facility, Water Treatment Facility, Public Works Garage, lift stations, water towers, streetlights, and the electronic sign. Due to the way the group bidding process works, the Village Administrator was granted the authority to sign a contract with the lowest cost electricity provider on the same day that the bid is received by NIMEC.

Midwest Energy, another energy broker that has assisted the Village of East Dundee with securing contracts for low-cost electricity rates in recent years, has also requested an opportunity to submit competitive bids. Midwest Energy would solicit and receive bids from several energy suppliers for the same term options (12 months, 24 months, or 36 months) that will be received through the NIMEC group bid. Depending on which alternative is most favorable to the Village, the Village would then enter into an agreement with an Illinois Commerce Commission approved power supplier. Attached is a resolution authorizing the Village Administrator to execute a contract with the lowest responsible electricity supplier for a 12, 24, or 36-month term. Competitive bidding and consulting services provided by Midwest Energy and NIMEC are done so at no charge to the Village as they are compensated by the electricity suppliers.

Once the bids are presented to the Village, the Village Administrator will execute a contract with whichever bid is most favorable to the Village, whether that bid is from NIMEC or from Midwest Energy.

**Attachments:**

Resolution

## RESOLUTION NUMBER 23 - \_\_\_\_\_

### **A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ELECTRICITY WITH THE LOWEST COST ELECTRICITY PROVIDER SECURED THROUGH A BIDDING PROCESS COORDINATED BY MIDWEST ENERGY**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to authorize the Execution of a Contract for Energy between The Village of East Dundee and the lowest bidder for electricity for Village facilities/infrastructure received by Midwest Energy.

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

**Section One.** That the Village of East Dundee adopts and approves and the Village Administrator is hereby authorized and directed to execute the contract between the Village of East Dundee and lowest bidder received by Midwest Energy, a copy of which is attached hereto and made a part hereof.

**Section Two.** **Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three.** **Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four.** **Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

AYES:

\_\_\_\_\_

NAYES:

\_\_\_\_\_

ABSENT:

\_\_\_\_\_

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Lynam, Village President

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2023, under the authority of the President and Board of Trustees.

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

Recorded in the Village Records on \_\_\_\_\_, 2023.

# Memorandum



**To:** Village President and Board of Trustees

**From:** Franco Bottalico, Assistant to the Village Administrator

**Subject:** Ordinance Amending Chapter 116 Regarding Liquor License Transfers

**Date:** February 19, 2024

---

**Action Requested:**

Staff recommends Village Board approval of an ordinance amending Village Code Chapter 116, *Alcoholic Beverages*, and Chapter 37, *Fees and Fines* eliminating the provision for transferring liquor licenses.

**Summary:**

Currently Section 116.06(C) requires any transfer of ownership of 5% or more of the applicant business entity shall require the submission of new information to the Village updating the application of the liquor licensee on file. Then it states that any transfer of ownership of 50% of the voting equity of the licensee shall be deemed to be a transfer of the liquor license requiring that the transferee reapply for a license.

This language has caused much confusion with two recent transfers of liquor licenses within the several few months. After consulting with Village Attorneys, staff is recommending striking 116.06(C) in its entirety and requesting new businesses, or any transfers of any amount or ownership, to apply as a new business. This will facilitate a clear and clean process for both liquor licensees and the Village.

Additionally, Section 37.01 is also proposed to be removed from the code as it is related to refunds of transferred licenses.

**Attachments:**

Ordinance

**ORDINANCE NUMBER 23-\_\_\_\_\_**  
**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE**  
**COUNTIES, ILLINOIS, AMENDING VILLAGE CODE CHAPTER 116, ALCOHOLIC**  
**BEVERAGES, AND CHAPTER 37, FEES AND FINES**

**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**, Section 116.06 of the "Code of the Village of East Dundee," as amended ("Code"), sets forth the regulations governing the transferability of liquor licenses in the Village; and

**WHEREAS**, there are contradictory provisions within the subparagraphs of Section 116 of the Code as to whether a liquor license is transferable; and

**WHEREAS**, Section 37.01(U)(6) of the Code sets forth the liquor license fee refund amounts for the transfer of liquor licenses; and

**WHEREAS**, the Village desires to amend the Code to remove the contradictory provisions of the Code; 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; 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: Amendment to Chapter 116.** That Section 116.06, titled "Transfer of License," of Chapter 116, titled "Alcoholic Beverages," of the Village Code is hereby amended as follows, with additions **bold** and double-underlined and deletions ~~struck through~~:

"§116.06      TRANSFER OF LICENSE.

\*           \*           \*

~~(C) Any transfer of ownership of 5% or more of the applicant business entity, whether that be in the individual, corporate or partnership form, shall require the submission of new information to the village updating the application of the licensee then on file. Any transfer of the legal or beneficial ownership of more than 50% of the voting securities or legal or equitable interest of the licensee, whether that licensee be an individual, corporation or partnership, shall be a transfer of ownership as defined in this section and shall be deemed to be a transfer of the license of licensee requiring that the transferee reapply for a~~



~~license as otherwise provided in this chapter and pay the appropriate license fee. The transferor of the legal or beneficial ownership of more than 50% of the voting securities or legal or equitable interest of the licensee shall receive a prorated refund of the fees it paid the village for its liquor license(s), in the amount set forth in § 37.01(U)(7) of this code."~~

**SECTION 3: Amendment to Chapter 37.** That Section 37.01, titled "Fee and Fine Schedule," of Chapter 37, titled "Fees and Fines," of the Village Code is hereby amended as follows, with additions **bold** and double-underlined and deletions struck through:

"§37.01 FEE AND FINE SCHEDULE.

FEE SCHEDULE

The fines in this Chapter 37 are minimum amounts.

\* \* \*

(U) Alcoholic beverages (Chapter 116).

\* \* \*

~~(6) Liquor license fees refunds. The transferor of the legal or beneficial ownership of more than 50% of the voting securities or legal or equitable interest of a liquor licensee shall receive a prorated refund of the fees it paid the village for its liquor license(s), in the following amount, based on the date of transfer:~~

- ~~—— (a) January 1 – March 31: refund of 100% of the fees paid;~~
- ~~—— (b) April 1 – June 30: refund of 75% of the fees paid;~~
- ~~—— (c) July 1 – September 30: refund of 50% of the fees paid; and~~
- ~~—— (d) October 1 – December 31: refund of 25% of the fees paid."~~

**SECTION 4: Continuation.** That all provisions of the Village Code not amended herein shall remain in full force and effect.

**SECTION 5: 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 6: Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be hereby repealed.

**SECTION 7: Effect.** That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

[SIGNATURE PAGE FOLLOWS]

**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:** Franco Bottalico, Assistant to the Village Administrator

**Subject:** Funeral Parlor Text Amendment Recommendation

**Date:** February 19, 2024

---

### **Action Requested:**

Staff and the Planning, Zoning, and Historic Commission ("PZHC") recommends Village Board approval of an ordinance amending Section 157.050 of the Village Code regarding undertaking establishments and funeral parlors.

### **Summary:**

Staff submitted a text amendment application to the PZHC for a public hearing to consider at their February 1, 2024 regular meeting.

The purpose of this text amendment is to better strategize the Village's zoning code to prioritize retail throughout East Dundee's business districts when appropriate, such as a strip mall, and to allow the Village Board greater discretion as to where an undertaking and funeral parlor location can better fit and benefit the residents and surrounding businesses. Staff has reviewed the current code regarding undertaking establishments and funeral parlors in our business districts allowable use table, in Section 157.050 of the Zoning Ordinance, and has made the request for the PZHC to consider amendments for this use.

Currently, there is one existing funeral parlor in town located at 525 Dundee Ave., *Dundee Funeral Home*. This existing business would become a legal non-conforming use should the Village Board approve the text amendment ordinance, meaning that it can continue business operations as usual. Just north and across Dundee Avenue from this location there is a vacant funeral home located at 150 Dundee Ave., *The Community Funeral Home*. Unlike the *Dundee Funeral Home*, this funeral home is not operational at the moment and is vacant; any new undertaking or funeral parlor business who wants to apply for a business permit with our Building Department and establish that business here (or in zones B-2 through B-4) would then require a special use permit ordinance by the Village Board. Staff believes this amendment will also work in conjunction with the comprehensive plan process to better strategize the Village in development and land use policies.

The below table in Section 157.050(F)(1) illustrates the text amendment submitted with old language struck through and new language bolded and double underlined:

Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit	Downtown Business District (B-1)	Community Business District (B-2)	Service Business District (B-3)	Automotive Service Business District (B-4)
(f) Service, contracting, storage and broadcasting uses.				
4. General services.				
Undertaking establishment and funeral parlor		<u><b>S</b></u>	<del>P</del> <u><b>S</b></u>	<del>P</del> <u><b>S</b></u>

The PZHC voted 4-1 in a motion to recommend approval of this text amendment as submitted by staff to the Village Board.

Staff supports the use for funeral parlors in the Village where appropriate and finds the special use process to be minimally impactful to business owners for this purpose.

**Attachments:**

Ordinance

Certificates of Publication

**ORDINANCE NUMBER 24-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING SECTION 157.050 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE REGARDING UNDERTAKING ESTABLISHMENTS AND FUNERAL PARLORS**

**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 amend the Village of East Dundee Village Code (“Village Code”) to require a special use permit for undertaking establishments and funeral parlors located in the B-2, B-3 and B-4 Districts; 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 for undertaking establishments and funeral parlors under certain circumstances; 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.** Section 157.050(F)(1) of the Village Code, entitled “General Requirements; Allowable Use of Land or Buildings; Allowable Uses Table” is hereby amended to add or amend the following uses in their proper alphabetical order, with additions in **bold and double underlined** and deletions ~~struck through~~:

“(F) Allowable use of land or buildings.

(1) Allowable uses table.

\*\*\*

<b>Allowable uses of land and buildings: P: Permitted by-right S: Permitted by special use permit</b>	<b>Downtown Business District (B-1)</b>	<b>Community Business District (B-2)</b>	<b>Service Business District (B-3)</b>	<b>Automotive Service Business District (B-4)</b>	<b>Office District (O-D)</b>
***					
<i>(f) Service, contracting, storage and broadcasting uses.</i>					

***					
4. General services.					
***					
Undertaking establishment and funeral parlor		<u>S</u>	<u>PS</u>	<u>PS</u>	
***"					

**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 \_\_\_\_\_ 2024 pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_\_ of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Jeffrey Lynam, Village President

**ATTEST:**

\_\_\_\_\_  
Katherine Diehl, Village Clerk

State of Illinois }  
Counties of Cook and Kane } SS  
Village of East Dundee }

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Planning, Zoning, and Historic Commission of the Village of East Dundee will hold a public hearing on February 1, 2024, at 6:00 P.M. at the East Dundee Police Station 2nd Floor Meeting Room, 115 E. 3rd Street, East Dundee, Illinois, to consider the following request:

A text amendment to allow "Undertaking establishment and funeral parlor" as a S, permitted by special use permit, in the B-2 District, and to amend from P, permitted by-right, to S, permitted by special use permit, in the B-3 and B-4 Districts, as described in Section 157.050(F)(1)(f)(4) of the Zoning Ordinance in East Dundee, IL 60118.

PIN: N/A

Legal Description: N/A

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Bottalico, 120 Barrington Avenue, East Dundee, Illinois, 60118 via email at [FBattalico@eastdundee.net](mailto:FBattalico@eastdundee.net), or by phone at (847) 815-0472. Published in Daily Herald January 17, 2024 (4610614)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Fox Valley  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin, Kane County, State of Illinois, and has been in general circulation daily throughout Kane County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Fox Valley DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 01/17/2024 in said **Fox Valley DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

*Danula Baltz*

Designee of the Publisher of the Daily Herald

Control # 4610614



State of Illinois )  
Counties of Cook and Kane ) SS  
Village of East Dundee )

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Planning, Zoning, and Historic Commission of the Village of East Dundee will hold a public hearing on February 1, 2024, at 6:00 P.M. at the East Dundee Police Station 2nd Floor Meeting Room, 115 E. 3rd Street, East Dundee, Illinois, to consider the following request:

A text amendment to allow "Undertaking establishment and funeral parlor" as a S, permitted by special use permit, in the B-2 District, and to amend from P, permitted by-right, to S, permitted by special use permit, in the B-3 and B-4 Districts, as described in Section 157.050(F)(1)(f)(4) of the Zoning Ordinance in East Dundee, IL 60118.

PIN: N/A

Legal Description: N/A

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Bottalico, 120 Barrington Avenue, East Dundee, Illinois, 60118 via email at [FBattalico@eastdundee.net](mailto:FBattalico@eastdundee.net), or by phone at (847) 815-0472. Published in Daily Herald January 17, 2024 (4610614)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Northwest Suburbs  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 01/17/2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

*Danula Baltz*

Designee of the Publisher of the Daily Herald

Control # 4610614





## Memorandum



**To:** Village President and Board of Trustees

**From:** Franco Bottalico, Assistant to the Village Administrator

**Subject:** Ride in Kane Funding Request from Dundee Township

**Date:** February 19, 2024

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### **Action Requested:**

Staff requests Village Board direction on a funding request from Dundee Township regarding its Ride in Kane program.

### **Background:**

According to their website [found here](#), Ride in Kane is a public paratransit transportation service providing curb to curb bus or taxi service to individuals 65 and older, individuals with a disability, and those with low income who qualify for the service in Kane County. Ride in Kane operates 24 hours a day, 365 days a year. The current cash fare for users is \$5.00 for the first 10 miles of a trip and \$1.50 per each additional mile over 10 miles. The remainder of the cost of the service is funded by the Township and other agencies. The service is only available to residents of Kane County.

Ride in Kane is administered by Kane County Division of Transportation in partnership with Pace Suburban Bus, and local municipalities, townships, and social service agencies operating as local sponsors.

Past intergovernmental agreements related to Ride in Kane exist between the Village and the Township but they are all outdated. Currently, Arin Thrower, Township Supervisor of Dundee Township, is asking municipalities and the park district within the township limits to contribute funding for this service as prices have increased and the Township is no longer able to subsidize the remaining funding required to continue the service.

The township is urging the Ride in Kane program to move to a cashless system. The current cash based system is susceptible to fraud/misuse and other similar programs in the region have successfully transitioned to a cashless system.

**Summary:**

On January 4, 2024, local municipalities and the Park District received an email (copy attached) from Arin Thrower requesting financial support for the Ride in Kane program stating that costs have nearly doubled in the last few months, with the past operating costs averages being \$50,000 to \$75,000 per year.

Staff has asked the Board of Trustees if there was any interest in discussing this item, and was further directed to add this item to the agenda for discussion.

Staff contacted the Dundee Township's office staff who relayed that on February 21, 2024 their board hopes to approve their fiscal year budget and would need to know if the participating agencies could contribute their share.

The Township states that there are about 293 active riders total in our area and about 59 are from the Village of East Dundee. They round this to about 20% of the costs. They are asking for a \$10,000 contribution from the Village to help offset their costs.

Staff spoke with the surrounding municipalities, and it does not appear that they will be contributing at this time. The Village of West Dundee has stated they are open to a new IGA that spells out the mechanics of their request first, and the Park District has related to me that this objective does not align with their district's mission as a park district, so they will not be participating.

Staff is seeking direction from the Village Board for this unbudgeted contribution request. Arin Thrower will attend the February 19, 2024, Village Board meeting to speak on this request to the Board.

**Attachments:**

Email Reqeust

Daily Herald Article

Copy of expired Intergovernmental Agreement

**From:** [Erika Storlie](#)  
**To:** [Village Board](#)  
**Subject:** FW: Support for Ride in Kane  
**Date:** Friday, January 5, 2024 7:56:29 AM  
**Attachments:** [RIK IGA 2006.pdf](#)  
[image001.png](#)

---

Hello

Please review and let me know if you would like to add this to a future meeting agenda for discussion.

Thank you,



**Erika Storlie**

Village Administrator

**(224) 293-7120**

[estorlie@eastdundee.net](mailto:estorlie@eastdundee.net)

Village of East Dundee  
120 Barrington Avenue  
East Dundee, IL 60118

---

**From:** Arin Thrower <[athrower@dundeetownship.org](mailto:athrower@dundeetownship.org)>

**Sent:** Thursday, January 4, 2024 2:05 PM

**To:** Joseph A. Cavallaro <[JCavallaro@WDundee.org](mailto:JCavallaro@WDundee.org)>; Erika Storlie <[estorlie@eastdundee.net](mailto:estorlie@eastdundee.net)>;  
[josullivan@cville.org](mailto:josullivan@cville.org); [evann@sleepyhollowil.org](mailto:evann@sleepyhollowil.org); [spickett@sleepyhollowil.org](mailto:spickett@sleepyhollowil.org)

**Cc:** 'dpeterson@dtpd.org' <[dpeterson@dtpd.org](mailto:dpeterson@dtpd.org)>; Katie Meyer <[katiedt@dundeetownship.org](mailto:katiedt@dundeetownship.org)>

**Subject:** Support for Ride in Kane

Good afternoon, Village Managers,

I am writing to you today to begin discussions about the Ride in Kane transportation program which is available to all our seniors and residents with disabilities who live in Carpentersville, East & West Dundee, and Sleepy Hollow.

As you may be aware, while Pace operates and manages the service, Dundee Township financially supports the program, registers residents for it, and advocates for higher service levels on their behalf.

Over the last several years, the costs have been sustainable for the Township, averaging between \$50,000 and \$75,000 a year.

However, in just the last six months, the operating costs have nearly doubled. We don't see any relief coming and realistically, our Township budget will no longer be able to support this program. Without your financial support, I will advise our board to cut rides for seniors and/or discontinue this non-mandated program in its entirety.

In the early 2000s, when the Park District ended its administration and financial support of the program, Dundee Township stepped up and took over with the understanding that every village would contribute financially. I'm not sure why or when the IGA and the support ended, but I am asking you today to reconsider this effort (please see attached IGA from 2006).

I would love to meet with each of you to discuss the program in more detail and review current ridership numbers, so please let me know if you have any availability these next few weeks.

I will need to bring my board information and solutions by our January 17<sup>th</sup> board meeting.

Thanks in advance for your consideration and I look forward to talking with you soon.

Take care,

Arin Thrower  
Dundee Township Supervisor  
847.450.3114

Friday, February 9th 2024

[ELGIN COURIER-NEWS](#)

## Dundee Township may have to pull the plug on its senior/disabled ride program if other governments don't help



This is one of the Pace buses used for Dundee Township's Ride in Kane program, which provides about 300 trips a month for elderly and disabled residents. (Dundee Township)

By [GLORIA CASAS](#) | Chicago Tribune  
February 8, 2024 at 3:02 p.m.

Dundee Township is asking other local governments to help fund its Ride in Kane program, which provides transportation for seniors and the disabled, because operational costs have nearly doubled in the last six months, township Supervisor Arin Thrower said.

Expenses have increased from about \$7,000 to \$12,000, which is "not going to be sustainable for us at the township," Thrower said.

With the township's new fiscal year starting March 1, the township board will be voting on the 2024-25 budget in a few weeks and must decide if it will continue to fund Ride in Kane, she said.

Operational costs have been steady the last few years but surged over the last six months, she said. This coming year's projected price is \$148,000, compared to \$65,789 in fiscal year 2023-24 and \$67,802 in 2022-23.

"Anytime a unit of government has to look at their service levels and make changes, it's going to be a very tough decision," Thrower said. "We also have to look at what programs the township is mandated to do. This is not one of them. It's something we want to do. It's something we need to do. But it's not mandated."

The township has approached the villages of Carpentersville, East Dundee, West Dundee, and Sleepy Hollow about providing funding for the program.

Pace operates and manages the service, which is available throughout Kane County and is funded by cities, villages and townships. Dundee Township registers riders and pays for the service for anyone who lives within the township.

Dundee Township Park District brought Ride in Kane to the area in the 1990s. Thrower shared the township's situation with the township Park Board, which discussed it at its Wednesday night meeting.

"We used to administer it and took it on as a park district," Dundee Township Park Executive Director Dave Peterson told park commissioners. "We hired bus drivers who would take seniors around for errands and doctor appointments. Over time, our risk management company didn't like the park district taking on the role. It wasn't part of our mission."

When the park district stepped back, Dundee Township stepped in with financial support from the four villages and the park district, Peterson said. A 2007 intergovernmental agreement spelled out the arrangement, but it was only valid for a year, he said.

The park district provided funding for a few years afterward, as did the villages, but eventually the total cost fell on the township, Peterson said.

Thrower doesn't know why the other governmental contributions stopped.

"It was probably for financial stress or a change of leadership. Carpentersville pulled out first, then everyone else followed suit," she said.

Carpentersville has the highest rate of ridership, data shows. Ride in Kane provides rides for 300 people every month. Thrower has proposed that each village pay based on the number of residents who use the service.

She has already heard from Sleepy Hollow officials, who said they can't afford to provide any funding, she said.

While the other villages have not yet responded, she is hopeful they can get a commitment on a new intergovernmental agreement with all of them before the township board's Feb. 21 deadline to vote on a new budget.

As for what's driving up the increased costs, Thrower said she isn't sure. Pace officials have told her they're outsourcing some rides to taxi services, especially for people who need them in the morning, and that can be expensive, she said. One invoice showed a 10-mile ride cost the township \$65, she said.

"It's not efficient. It's not effective," Thrower said. "I think Pace is trying to provide a better service, but with that comes a greater expense," Thrower said.

She's also looking into other options, she said, and has proposed to Kane County officials that the county take over the service. DuPage and McHenry counties manage similar programs for all their residents, which is better than the piecemeal basis done in Kane, she said.

*Gloria Casas is a freelance reporter for The Courier-News.*

**INTER-GOVERNMENTAL AGREEMENT  
FOR THE RIDE IN KANE PROGRAM FOR DUNDEE TOWNSHIP**

This Agreement made as of the 1st day of January 2010, by and between Dundee Township and the Village of East Dundee, (collectively referred to as the "Parties") to provide funding for the Ride In Kane transportation program.

WHEREAS, the availability of public transportation services for seniors and handicapped persons is a shared community goal; and

WHEREAS, Dundee Township has agreed to contract with the PACE Suburban Bus Division for the Ride In Kane Program from January 1, 2010 to December 31, 2010; and

WHEREAS, Dundee Township has agreed to contract with the PACE Suburban Bus Division for Ride In Kane.

NOW THEREFORE, in consideration of the mutual promises hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Provision of Ride In Kane Service

Dundee Township will contract with PACE for the Ride In Kane Transportation Program. The total contractual amount for this service will not exceed \$75,019.00.

2. Funding Schedule and Level

Each party to this Agreement will contribute at the following levels.

East Dundee	7.7%	\$4,414.00
<u>Dundee Township</u>	<u>92.3%</u>	<u>\$50,000.00</u>
Total	100%	\$54,414.00

The remainder of the \$70,000.00 total will be paid with a subsidy of \$20,605.00 for Ride In Kane, awarded to Dundee Township from the Suburban Bus Division of the Regional Transportation Authority (RTA), referred to in this document as PACE. PACE is not a party to this Agreement.

Each Party to this Agreement will reimburse Dundee Township for the amount listed for each Party above for the Ride in Kane Program (RIK). Each Party to this Agreement will reimburse Dundee Township quarterly within 30 days of receipt of invoices from the Township. The Ride In Kane programs will run from January 1, 2010 to December 31, 2010. Dundee Township will adjust/reimburse payments in excess of bills received from PACE for this service to all Parties at a proportional rate based upon the percentage levels listed in Section 2 of this Agreement.

3. Annual Report



Dundee Township shall provide an annual report to each of the parties in the Agreement. The report shall consist entirely of program information provided by PACE.

4. Communications with PACE

Dundee Township shall be responsible for communications with PACE and shall act as the administrative arm for the Parties in business matters with PACE.

5. Term

This Agreement will be for the period of January 1, 2010 to December 31, 2010

6. Termination

Any partner may terminate this Agreement with fifteen (15) days written notice. However, outstanding payments due and owing for services rendered through the effective date of termination shall survive termination the Agreement.

7. Miscellaneous

- A. Attorneys' Fees. In the event Dundee Township files suit to enforce the terms of this Agreement, or defends a lawsuit filed against Dundee Township directly or indirectly relating to this Agreement, the remaining Parties shall reimburse Dundee Township proportionally, according to fault, for all attorneys' fees and costs incurred by Dundee Township.
- B. Authority to Execute. The undersigned representatives on behalf of the Parties hereby represent that execution of this Agreement has been authorized by board vote at a duly called meeting of their respective boards and that all funds contemplated in this Agreement have been previously appropriated or budgeted for by their respective boards.
- C. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect to the extent equitable. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.
- D. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties to this Agreement concerning the Ordinance; all prior agreements between the Parties, whether written or oral, are merged with this Agreement and shall be of no force and effect.
- E. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction: (a) the singular

number includes the plural number, and the plural the singular; (b) the word "shall" is mandatory, the word "may" is permissive; and (c) the masculine gender includes the feminine and neuter.

- F. It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the State of Illinois and for the purposes of enforcement of the terms hereof, jurisdiction and venue shall be in the State of Illinois, McHenry County.
- G. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective representatives, successors, and assigns of the Parties and their respective officials. Nothing in this Agreement, expressed or implied, is intended to confer upon any party, other than the Parties hereto, and their heirs, successors, and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- H. This Agreement may be executed in counterparts, each of which shall be deemed an original, of the same instrument representing the Agreement between the Parties.

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Agreement by their duly authorized officers on the date stated on the first page of this Agreement.

  
\_\_\_\_\_  
Village of East Dundee                      Title                      Date

\_\_\_\_\_  
Dundee Township                      Title                      Date

**PACE DIAL-A-RIDE  
INTERGOVERNMENTAL AGREEMENT**

Intergovernmental Agreement (Agreement) made December 5, 2006, by and between the Villages of Sleepy Hollow, West Dundee, East Dundee, and Carpentersville, and Dundee Township and the Dundee Township Park District, each being a unit of local government organized and existing under and by virtue of the Constitution and the laws of the State of Illinois.

**RECITALS**

WHEREAS, pursuant to the authority granted by Illinois Constitution Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq, the parties each have the authority to enter into binding agreements regarding the exercise of their respective power; and

WHEREAS, the parties seek to provide for the continued availability of public transportation for senior citizens; and

WHEREAS, without the cooperation of each party, adequate transportation services for senior citizens within the Township would be negatively impacted.

WHEREAS, Dundee Township has agreed to contract with the PACE Suburban Bus Division for the interim PACE Dial-A-Ride Program pursuant to this Agreement to share and divide among them the cost of such program; and

WHEREAS, said arrangement with PACE would commence January 1, 2007 and terminate June 30, 2007; and

WHEREAS, the parties desire to cooperate to achieve the foregoing goals and to enhance the health, safety and welfare of persons living or working within Dundee Township;

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as if fully set forth herein.
2. **CONTRACT.** Dundee Township will contract with PACE to provide Dial-A-Ride to senior citizens within the Township at a cost not to exceed \$45,000.00.

8. MISCELLANEOUS.

(a) Captions and Headings. The captions, paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content hereof.

(b) Mutual Cooperation. The parties agree to cooperate with each other to carry out the terms hereof and to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

(d) Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held void or invalid by a court of competent jurisdiction, such holding shall not affect the other provisions of this Agreement, which can be given effect without the invalid or void provision and to this effect the provisions of this Agreement are severable.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws provisions.

(f) Authority to Execute. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

IN WITNESS WHEREOF, the Villages, Dundee Township and the Dundee Park District have caused this Agreement to be executed as of the date first above written.

DUNDEE TOWNSHIP,  
a unit of local government

VILLAGE OF SLEEPY HOLLOW,  
a Municipal Corporation

By \_\_\_\_\_  
Supervisor

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

Attest: \_\_\_\_\_  
Clerk

DUNDEE TOWNSHIP PARK DISTRICT  
a unit of local government

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

VILLAGE OF WEST DUNDEE,  
a Municipal Corporation

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

VILLAGE OF EAST DUNDEE,  
a Municipal Corporation

By Jean But  
President

Attest: Jan K. Lind  
Clerk

VILLAGE OF CARPENTERSVILLE,  
a Municipal Corporation

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

file: m:\clients\dundee\pace-k.dt.wpd  
12/04/06;12/5/06;12/13/06

**RESOLUTION NUMBER 01 -07**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF CARPENTERSVILLE, THE VILLAGE OF SLEEPY HOLLOW,  
THE VILLAGE OF WEST DUNDEE, DUNDEE TOWNSHIP,  
AND THE DUNDEE TOWNSHIP PARK DISTRICT,  
AND THE VILLAGE OF EAST DUNDEE**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to enter into the Intergovernmental Agreement with the Village of Carpentersville, the Village of Sleepy Hollow, the Village of West Dundee, Dundee Township, and the Dundee Township Park District to provide funding for the PACE Dial-A-Ride Transportation Program for the period of January 1, 2007 through June 30, 2007.

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

**Section One.** That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of the Intergovernmental Agreement with the Village of Carpentersville, the Village of Sleepy Hollow, the Village of West Dundee, Dundee Township, and the Dundee Township Park District to provide funding for the PACE Dial-A-Ride Transportation Program for the period of January 1, 2007 through June 30, 2007, a copy of which Intergovernmental Agreement is attached hereto and made a part hereof.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three. Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 16<sup>th</sup> day of January, 2007, pursuant to a roll call vote as follows:

AYES: Ruffalo, Van Osten Bridge, Scarpelli, O'Leary,  
Gorman, Carlini, Pres Bartels

NAYES:                     

ABSENT:                     

Approved by me this 16<sup>th</sup> day of January, 2007.

Jerald Bartels  
JERALD BARTELS, President

Published in pamphlet form this 18<sup>th</sup> day of Jan, 2007, under the authority of the President and Board of Trustees.

**ATTEST:**

Susan Norton  
SUSAN NORTON, Village Clerk

Recorded in the Village Records on Jan 18, 2007.



**INVOICE**

Suburban Bus Division of the  
Regional Transportation Authority

550 West Algonquin Road • Arlington Heights, Illinois 60005

Dundee Township  
611 East Main Street  
East Dundee IL 60118

**CUSTOMER NUMBER:** 1161  
**INVOICE NUMBER:** 631064  
**INVOICE DATE:** 19-JAN-24  
**TERMS:** IMMEDIATE

Pace Suburban Bus  
ATTN: Accounts Receivable  
550 West Algonquin Road  
Arlington Heights, IL 60005 – 1850

**PLEASE PUT INVOICE NUMBER ON ALL CHECKS**

LINE NO.	DESCRIPTION/ITEM NUMBER	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	TOTAL AMOUNT
1	NOV'2023 RIK/DUNDEE	1	1	3,435.19	3,435.19
2	NOV'2023 RIK/DUNDEE	1	1	11,522.13	11,522.13
TOTAL INVOICE					14,957.32

----- Cut Here -----

**Remittance**

Dundee Township

Remit To:  
Pace Suburban Bus  
ATTN: Accounts Receivable  
550 West Algonquin Road  
Arlington Heights, IL 60005 – 1850

Customer Number: 1161  
Invoice Number: 631064  
Invoice Date: 19-JAN-24

**TOTAL DUE: \$14,957.32**

Make check payable to **PACE. Thank you.**  
**PLEASE DO NOT SEND CASH**





## Local Share Billing Request

**SUBMISSION DATE:** 18-JAN-2024  
**TO:** ACCOUNTS RECEIVABLE  
**FROM:** GARY SCOTT  
**SEND INVOICE TO:** DUNDEE TOWNSHIP  
**SPONSOR NUMBER:** 1161  
**SPONSOR CONTACT:** Township Supervisor

**SPONSOR ADDRESS:** 611 E Main Street  
East Dundee, IL 60188  
**SPONSOR PHONE:** 847-426-9717  
**PROGRAM:** RIDE IN KANE COUNTY  
**SERVICE PERIOD:** NOV 2023

*[Handwritten signature]*  
11/18/24

### DUNDEE TOWNSHIP

#### TRANSPORTATION COSTS

OPERATING COST	\$ 8,409.57
LIQUIDATED DAMAGES	79.11
JARC/NFI	4,165.23
KANE COUNTY SUBSIDY	541.51
KANE COUNTY SUBSIDY - PACE - 15%	29.26
Addl. 2023 Pace Monthly Subsidy - 15%	159.27
<b>NET SPONSOR COST</b>	<b>\$ 3,435.19</b>

**SPONSOR ACCOUNT:** 11.54506.0.409101.100

<b>TOTAL CLIENT TRIPS</b>	124
<b>TOTAL DIRECT DISTANCE</b>	720.35
<b>TOTAL REVENUE HOURS</b>	64.55



## Local Share Billing Request

**SUBMISSION DATE:** 18-JAN-2024  
**TO:** ACCOUNTS RECEIVABLE  
**FROM:** GARY SCOTT  
**SEND INVOICE TO:** DUNDEE TOWNSHIP  
**SPONSOR NUMBER:** 1161  
**SPONSOR CONTACT:** Township Supervisor

*[Signature]*  
1/18/24

**SPONSOR ADDRESS:** 611 E Main Street  
East Dundee, IL 60188  
**SPONSOR PHONE:** 847-426-9717  
**PROGRAM:** RIDE IN KANE COUNTY  
**SERVICE PERIOD:** NOV 2023

### DUNDEE TOWNSHIP

#### TRANSPORTATION COSTS

OPERATING COST	\$ 30,901.50
LIQUIDATED DAMAGES	292.66
REVENUE	2,163.00
JARC/NFI	14,222.92
KANE COUNTY SUBSIDY	2,003.31
KANE COUNTY SUBSIDY - PACE - 15%	108.25
Addl. 2023 Pace Monthly Subsidy - 15%	589.23
<b>NET SPONSOR COST</b>	<b>\$ 11,522.13</b>

**SPONSOR ACCOUNT:** 11.54506.0.409101.100

<b>TOTAL CLIENT TRIPS</b>	423
<b>TOTAL DIRECT DISTANCE</b>	2,664.91
<b>TOTAL REVENUE HOURS</b>	217.12

Address	Village	Disabled or Senior	Registered Since
	East Dundee	senior	2018
	East Dundee	senior	2018
	East Dundee	senior	2018
	East Dundee	senior	2018
	East Dundee	senior	2018
	East Dundee	senior	2020
	East Dundee	senior	2020
	East Dundee	senior	2017
	East Dundee	senior	2018
	East Dundee	senior	2021
	East Dundee	senior	2010
	East Dundee	senior	2022
	East Dundee	senior	2018
	East Dundee	senior	2021
	East Dundee	disabled	2016
	East Dundee	senior	2017
	East Dundee	senior	2018
	East Dundee	senior	2020
	East Dundee	senior	2018
	East Dundee	senior	2022
	East Dundee	senior	2018
	East Dundee	senior	2018
	East Dundee	senior	2018
	East Dundee	senior	2017
	East Dundee	senior	2021
	East Dundee	senior	2023
	East Dundee	senior	2020
	East Dundee	senior	2023
	East Dundee	senior	2018
	East Dundee	senior	2018
	East Dundee	senior	2023
	East Dundee	senior	2018
	East Dundee	senior	2022
	East Dundee	senior	2022
	East Dundee	senior	2018
	East Dundee	senior	2017
	East Dundee	senior	2016
	East Dundee	senior	2023
	East Dundee	senior	2018
	East Dundee	disabled	2022
	East Dundee	senior	2018
	East Dundee	disabled	2021
	East Dundee	senior	2021
	East Dundee	senior	2018
	East Dundee	disabled	2009
	East Dundee	senior	2019

East Dundee	senior	2018
East Dundee	senior	2018
East Dundee	disabled	2018
East Dundee	senior	2021
East Dundee	senior	2018
East Dundee	disabled	2018
East Dundee	senior	2022
East Dundee	senior	2021
East Dundee	senior	2019
East Dundee	senior	2016
East Dundee	senior	2018
East Dundee	senior	2018
East Dundee	senior	2018
East Dundee	senior	2016

## Memorandum



**To:** Village President and Board of Trustees

**From:** Erika Storlie, Village Administrator  
Franco Bottalico, Assistant to the Village Administrator

**Subject:** Downtown Parking Garage Design Options

**Date:** February 19, 2024

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### **Action Requested:**

Staff requests Village Board direction on three proposed options for the parking garage to be constructed at 110 N. River St. in downtown East Dundee. One option is to construct the garage as per the scope included in the initial Request for Proposals (RFP) with 163 parking spaces. The second and third option include commercial spaces along the River Street frontage, reducing the number of parking spaces to 132. The “designs” included in today’s packet are not the final designs, they are just for purposes of deciding on the commercial space. Once a decision is made on whether or not to include the commercial space, staff will continue the design process with the consultant to get to a final design.

### **Summary:**

At the October 2, 2023 Village Board meeting the Village Board reviewed the responses to the RFP and directed staff to begin contract negotiations with McCugh Construction Co, the low bidder for the project. The construction timeline for the project has a target date of completion of November 2024 and the bid came in at a project cost of \$6,374,317 for 163 stalls for a cost per stall of \$39,106.24.

Staff has been working with McCugh to make progress on the design while the contract was being negotiated between the attorneys for the Village and McCugh. One of the ideas discussed at the October meeting was the concept of adding storefronts to the parking garage to offer a mixed-use project and the ability to receive revenue from the garage as well as adding needed commercial space to the downtown. Over the past month the design team has provided staff with two options for including commercial space in the garage ranging in size from 4,651 to 6,295 square feet. Each option reduces the total number of parking spaces to 132. The Village is currently under contract for the design portion of the garage and will return in April for Village Board approval of the construction portion of the contract.

Option	Parking Spaces	Commercial Sq Ft.	Price
1	163	0	\$6,448,371
2	132	6,295	\$6,631,941
3	132	4,651	\$6,482,444

Since the cost of including the commercial space is not material, a summary of other considerations to include in the discussion to help inform the decision-making process is included below:

Advantages	Disadvantages
<ul style="list-style-type: none"> <li>• Adds needed commercial space to the downtown</li> <li>• Potential for a sales tax generating business to located in the space</li> <li>• Sale of property could provide a small offset to building costs</li> <li>• Commercial spaces along the River St. frontage contribute to a pedestrian friendly experience (but entrances/exits for the garage will remain on Jackson &amp; Hill with or without commercial space on River St.)</li> <li>• Once sold, commercial spaces will generate property tax</li> </ul>	<ul style="list-style-type: none"> <li>• Potential for an office space user negating any possible sales tax revenues</li> <li>• Cost of Buildout (plumbing, electrical, etc.) is not part of costs attached, and could be substantial depending on the tenant needs</li> <li>• Risk of not being able to sell space at desired price</li> <li>• Loss of parking spaces</li> <li>• Potential for lost revenue on reduction of 31 spaces</li> <li>• Deed restriction from seller prohibits a bar/restaurant from locating in the space, thus reducing maximum possible sale price</li> <li>• Challenge of managing a public-private partnership over the long term</li> <li>• Additional development on other downtown parcels may exacerbate the need for more parking</li> </ul>

Staff places no value on the number of advantages vs. disadvantages, rather staff recommends taking each item and discussing its value and risk to ultimately come to a conclusion that makes the most sense for the community going forward.

Staff spoke with a local commercial real estate broker regarding the anticipated sale price the Village could expect to receive for this proposed commercial space. The broker advised that if the space were divided 3 spaces of approximately 1200-1500 square feet, each unit could potentially sell for just under \$200,000, for a total sale price of \$600,000. She did advise, however, that this was for “improved” space, not the “black box” space the Village would be

provided. The Village would have to decide to invest in the buildout of the plumbing, electric and walls once tenants are found, or sell the property for less as a black box. She advised that it would be easier to sell if it were already leased, as there is demand for these types of investment properties, however she also said that since there is very little available commercial space in the downtown area, that it would be feasible to sell the black box without doing the buildout and without securing the tenants. If the Village did go the route of securing the tenants first, the Village would need to engage the services of a commercial real estate broker and pay the associated fees when they successfully procure tenants.

For the purposes of comparison, 207 Barrington Ave. recently sold for \$689,000 on July 7, 2023. That property is 4,398 sq feet, was already built out and that prices comes to \$157 / sq. ft.

If the consensus is to move forward with the commercial spaces, staff would begin the process of crafting documents with the Village Attorney to spell out the roles and responsibilities of the multiple owners in the single structure. Questions to be answered include if any of the garage parking spaces will be allocated/reserved for the commercial spaces and what financial responsibility will the commercial spaces have for the long-term maintenance of the overall structure. These public-private partnerships are not uncommon, but they do come with some level of complexity. Often there is a difference of opinion between multiple owners on what level of maintenance is acceptable and what level of investment should be made to keep the property in good condition over the lifespan of the property. These types of considerations will have to be spelled out in any agreement and include any kind of mediation procedures should there be a disagreement.

Another consideration is the overall parking situation in the downtown and whether additional commercial development at the recently acquired Lumberyard property will exacerbate the parking shortage. Due to the long, narrow layout of the lumberyard parcel, there will be significant opportunity for commercial space on the Meier St. frontage, as well as the ability to create a through “street” with angle parking leading up to the commercial spaces consistent with the rest of the downtown. There will not be the ability, however, to add very much additional parking to the lumberyard property itself, and any commercial activity on this parcel will spill over to other parking areas in the downtown.

### *Funding*

The proposed funding for this project will come from multiple sources. The estimate below details the funding mix:

<b>Funding Source</b>	<b>Amount</b>
Grants (State of IL)	\$950,000
TIF Funding (cash on hand)	\$1,439,317

Bond (borrowing)	\$3,985,000
<b>Total</b>	<b>\$6,374,317</b>

This funding calculation was based on the initial RFP response, which is less than the currently proposed price for the option without commercial space. Once a design is finalized, we will get final pricing based on the design elements chosen, which will inform the final decision on funding.

**Attachments:**

Cost Breakdown

3 Options





DESIGN - BUILD PROPOSAL - 02.02.2024		Structural SF w/roofs & balconies				45,468	Structural SF w/roofs & balconies				45,486	Structural SF w/roofs & balconies				42,042	Structural SF w/roofs & balconies				47,854	TOTAL STRUCTURAL SF							
		Gross SF				44,331	Gross SF				44,331	Gross SF				41,476	Gross SF				47,288	TOTAL GSF							
		Parking Stalls				163	Parking Stalls				163	Parking Stalls				132	Parking Stalls				132								
		Retail				N/A	Retail				N/A	Retail				6,295	Retail				4,651								
		\$143.79				\$6,374,317	\$145.46				\$6,448,371	\$159.90				\$6,631,941	\$137.08				\$6,482,444								
Spec	Description	Qty	Unit	Unit Price	Total	Qty	Unit	Unit Price	Total	Qty	Unit	Unit Price	Total	Qty	Unit	Unit Price	Total	Cost GSF	Cost SSF	Cost / Stall	Notes	OPTION # 1 DELTA BETWEEN 08.25.2023 AND 02.01.2024							
081116	Aluminum Framed Glass Doors	2	ea	included		2	ea	included		2	ea	included		2	ea	included		\$0.00	\$0.00	\$0.00									
	Performance Mock-Up		lf	not included			lf	not included			lf	not included			lf	not included		\$0.00	\$0.00										
	Visual Mock-Up		lf	not included			lf	not included			lf	not included			lf	not included		\$0.00	\$0.00	\$0.00									
	Window Testing - Field Testing Services	1	ls	\$5,366.13	\$5,366	1	ls	\$5,366.13	\$5,366	1	ls	\$5,366.13	\$5,366	1	ls	\$5,366.13	\$5,366	\$0.11	\$0.11	\$40.65									
	Window Testing - 3rd Party Consultant		ls	not included			ls	not included			ls	not included			ls	not included		\$0.00	\$0.00	\$0.00									
	Window Testing - Lab and Test Service Fees		ls	not included			ls	not included			ls	not included			ls	not included		\$0.00	\$0.00	\$0.00									
	Window Cleaning		ls	not included			ls	not included			ls	not included			ls	not included		\$0.00	\$0.00	\$0.00									
089100	Louvers		sf	none shown			sf	none shown			sf	none shown			sf	none shown		\$0.00	\$0.00	\$0.00									
099113	Exterior Painting	40,881	sf	\$1.41	\$57,630	40,881	sf	\$1.41	\$57,630	41,440	sf	\$1.41	\$58,418	41,440	sf	\$1.41	\$58,418	\$1.24	\$1.22	\$442.56	painting stair soffits, Exterior painting is more due to structure above grade by 5' 0"								
107313	Awnings	1	sf	\$10,603.47	\$10,603	1	sf	\$10,603.47	\$10,603	1	sf	\$10,603.47	\$10,603	1	sf	\$10,603.47	\$10,603	\$0.22	\$0.22	\$80.33									
	Window shades			not included				not included				not included				not included													
Exterior Enclosure Total		\$648,483				\$715,955				\$843,676				\$836,861															
Finishes																													
061000	Miscellaneous Rough Carpentry	1	ls	\$11,800	\$11,800	1	ls	\$11,800	\$11,800	1	ls	\$11,800	\$11,800	1	ls	\$11,800	\$11,800	\$0.25	\$0.25	\$89.39									
	Install doors, frames & hardware		ea	included			ea	included			ea	included			ea	included		\$0.00	\$0.00	\$0.00									
	carpenters for safety / maintenance	1	ls	\$13,556.99	\$13,557	1	ls	\$13,556.99	\$13,557	1	ls	\$13,556.99	\$13,557	1	ls	\$13,556.99	\$13,557	\$0.29	\$0.28	\$102.70									
321723	Pavement Markings & Delineator posts	163	ea	\$80.49	\$13,120	163	ea	\$80.49	\$13,120	132	ea	\$80.49	\$10,625	132	ea	\$80.49	\$10,625	\$0.22	\$0.22	\$80.49									
078100	Applied Fireproofing		ls	n/a			ls	n/a			ls	n/a			ls	n/a		\$0.00	\$0.00	\$0.00									
078100	Firestopping		ls	in trades			ls	in trades			ls	in trades			ls	in trades		\$0.00	\$0.00	\$0.00									
079200	Joint Sealants	44,331	sf	\$0.11	\$4,758	44,331	sf	\$0.11	\$4,758	41,440	sf	\$0.11	\$4,447	39,826	sf	\$0.11	\$4,274	\$0.09	\$0.09	\$32.38									
079513	Expansion Joint Cover Assemblies		lf	not included			lf	not included			lf	not included			lf	not included		\$0.00	\$0.00	\$0.00									
081110	Doors / Frames / Hardware																												
081113	Hollow Metal Doors & Frames - (single swing interior HM)	1	ea	\$7,406.33	\$7,406	1	ls	\$7,406.33	\$7,406	1	ls	\$6,975.97	\$6,976	1	ls	\$6,975.97	\$6,976	\$0.15	\$0.15	\$52.85									
087100	Door Hardware		ea	included			ea	included			ea	included			ea	included		\$0.00	\$0.00	\$0.00									
017423	Final Cleaning	51,343	gsf	\$0.11	\$5,510	51,343	gsf	\$0.11	\$5,510	48,902	gsf	\$0.11	\$5,248	39,826	gsf	\$0.11	\$4,274	\$0.09	\$0.09	\$32.38									
	general construction cleaning / laborers	1	ls	\$80,295.55	\$80,296	1	ls	\$80,295.55	\$80,296	1	ls	\$80,295.55	\$80,296	1	ls	\$80,295.55	\$80,296	\$1.70	\$1.68	\$608.30									
101400	Interior & Exterior Signage	1	allow	\$10,732.26	\$10,732	1	allow	\$10,732.26	\$10,732	1	allow	\$10,732.26	\$10,732	1	allow	\$10,732.26	\$10,732	\$0.23	\$0.22	\$81.31									
104413	Fire Protection Specialties	5	ea	\$321.97	\$1,610	5	ea	\$321.97	\$1,610	5	ea	\$321.97	\$1,610	5	ea	\$321.97	\$1,610	\$0.03	\$0.03	\$12.20									
Finishes Total		\$148,789				\$148,789				\$145,291				\$144,144															
Equipment, Pools & Furnishings																													
	N/A		ls	n/a			ls	n/a			ls	n/a			ls	n/a		\$0.00	\$0.00	\$0.00									
Equipment, Pools & Furnishings Total		\$0				\$0				\$0				\$0															
Vertical Transportation																													
	Elevator cab finish allowance		cabs	n/a			cabs	n/a			cabs	n/a			cabs	n/a		\$0.00	\$0.00	\$0.00									
142100	Machine-room-less Hydraulic Elevators	2	stops	\$49,637	\$99,273	2	stops	\$49,637	\$99,273	2	stops	\$49,637	\$99,273	2	stops	\$49,637	\$99,273	\$2.10	\$2.07	\$752.07									
	Temporary Use of elevator(s), refurbish		ls	n/a			ls	n/a			ls	n/a			ls	n/a		\$0.00	\$0.00	\$0.00									
	Elevator Operator during in-shaft work below (post elevators installation) Allowance		ls	not included			ls	not included			ls	not included			ls	not included		\$0.00	\$0.00	\$0.00									
	elevator schedule acceleration		ls	n/a			ls	n/a			ls	n/a			ls	n/a		\$0.00	\$0.00	\$0.00									
	Hoist and Operators		ls	n/a			ls	n/a			ls	n/a			ls	n/a		\$0.00	\$0.00	\$0.00									
Vertical Transportation Total		\$99,273				\$99,273				\$99,273				\$99,273															
MEP																													
211000	Fire Protection System	44,331	gsf	\$2.72	\$120,738	44,331	gsf	\$2.72	\$120,738	41,440	gsf	\$2.73	\$112,965	39,826	gsf	\$2.73	\$108,565	\$2.30	\$2.27	\$822.47									
221000	Plumbing	44,331	gsf	\$3.32	\$147,354	44,331	gsf	\$3.32	\$147,354	41,440	gsf	\$3.77	\$156,105	39,826	gsf	\$3.77	\$150,025	\$3.17	\$3.14	\$1,136.56	Increase in unit pricing for plumbing stub in in retail for option 2 & 3								
	Plumbing, Architectural (door, frame & hardware, drywall, flooring painting) for two bathrooms @ retail		sf							1	ls	\$48,295.17	\$48,295	1	ls	\$48,295.17	\$48,295	\$1.02	\$1.01	\$365.87	Two back to back Bathrooms added for retail space in option # 1 & 2								
230500	Mechanical / HVAC	44,331	gsf	\$1.07	\$47,238	44,331	gsf	\$1.07	\$47,238	41,440	gsf	\$1.61	\$66,712	39,826	gsf	\$1.61	\$64,113	\$1.36	\$1.34	\$485.71	Increase in unit pricing for HVAC stub in retail for option 2 & 3								
	Mechanical Volatility Allowance - 5% per quarter?		lf	not included			lf	not included			lf	not included			lf	not included		\$0.00	\$0.00	\$0.00									
230500	Radon Mitigation System		ls	not included			ls	not included			ls	not included			ls	not included		\$0.00	\$0.00	\$0.00									
260000	Electrical	44,331	gsf	\$5.39	\$238,793	44,331	gsf	\$5.39	\$238,793	41,440	gsf	\$6.04	\$250,391	39,826	gsf	\$6.04	\$240,639	\$5.09	\$5.03	\$1,823.02	Increase in unit pricing for Elec. stub in retail for option 2 & 3								
260000	Common Areas / BOH Light Fixtures Allowance	1	ls	\$32,196.78	\$32,197	1	ls	\$32,196.78	\$32,197	1	ls	\$32,196.78	\$32,197	1	ls	\$32,196.78	\$32,197	\$0.68	\$0.67	\$243.92									
260000	Electric Vehicle Charging Stations		ls	not included			ls	not included			ls	not included			ls	not included		\$0.00	\$0.00	\$0.00									
262000	Low voltage cabling and equipment		sf	included			sf	included			sf	included			sf	included		\$0.00	\$0.00	\$0.00									
262000	Security / CCTV		sf	not included			sf	not included			sf	not included			sf	not included		\$0.00	\$0.00	\$0.00									
284600	Fire Alarm and Voice Communication System		sf	included			sf	included			sf	included			sf	included		\$0.00	\$0.00	\$0.00									
MEP Total		\$586,319				\$586,319				\$666,666				\$643,835															
GCs, Fee, Insurances, etc.																													
011000	General Requirements	1	ls	\$92,251.83	\$92,252	1	ls	\$92,251.83	\$92,252	1	ls	\$92,251.83	\$92,252	1	ls	\$92,251.83	\$92,252	\$1.95	\$1.93	\$698.88									
	Preconstruction	1	ls	\$0.00	\$0	1	ls	\$0.00	\$0	1	ls	\$0.00	\$0	1	ls	\$0.00	\$0</												

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DESIGN - BUILD PROPOSAL - 02.02.2024		Structural SF w/roofs & balconies				45,468	Structural SF w/roofs & balconies				45,486	Structural SF w/roofs & balconies				42,042	Structural SF w/roofs & balconies				47,854	TOTAL STRUCTURAL SF				
		Gross SF				44,331	Gross SF				44,331	Gross SF				41,476	Gross SF				47,288					
		Parking Stalls				163	Parking Stalls				163	Parking Stalls				132	Parking Stalls				132					
		Retail				N/A	Retail				N/A	Retail				6,295	Retail				4,651					
		\$143.79				\$6,374,317	\$145.46				\$6,448,371	\$159.90				\$6,631,941	\$137.08				\$6,482,444					
Spec	Description	Qty	Unit	Unit Price	Total	Qty	Unit	Unit Price	Total	Qty	Unit	Unit Price	Total	Qty	Unit	Unit Price	Total	Cost GSF	Cost SSF	Cost / Stall	Notes	OPTION #1 DELTA BETWEEN 08.25.2023 AND 02.01.2024				
	Overhead	1	ls	included		1	ls	included		1	ls	included		1	ls	included		\$0.00	\$0.00	\$0.00						
	Builders Risk Insurance	1	ls	\$4,200.00	\$4,200	1	ls	\$4,200.00	\$4,200	1	ls	\$4,200.00	\$4,200	1	ls	\$4,200.00	\$4,200	\$0.09	\$0.09	\$31.82	JT rough budget \$3,500 - \$4,000	\$0				
	Contractor's Contingency			in above				in above				in above				in above		\$0.00	\$0.00	\$0.00		\$0				
	Contractor Provided Liability Insurance / Cost of Risk			1.30%	\$75,485			1.30%	\$76,362			1.30%	\$78,537			1.30%	\$76,766	\$1.62	\$1.60	\$581.56		\$877				
	Contractor Payment and Performance Bond - 115%			0.78%	\$45,880			0.78%	\$46,413			0.78%	\$47,735			0.78%	\$46,658	\$0.99	\$0.98	\$353.47	not actual bond rate, see calculator; see RFP requirements p14	\$533				
	Contractor Warranty Bond - 25%	1	ls	\$1,818.00	\$1,818	1	ls	\$1,818.00	\$1,818	1	ls	\$1,818.00	\$1,818	1	ls	\$1,818.00	\$1,818	\$0.04	\$0.04	\$13.77	see bond rate calculator; see RFP requirements p14	\$0				
	Contractor's Fee			7.50%	\$444,593			7.50%	\$449,759			7.50%	\$462,567			7.50%	\$452,137	\$9.56	\$9.45	\$3,425.28		\$5,167				
GCs, Fee, Insurances, etc. Total		\$1,245,490				\$1,252,067				\$1,268,370				\$1,255,093												
Total		\$6,374,317				\$6,448,371				\$6,631,941				\$6,482,444				\$137.08 / gsf	\$135.46 / ssf	\$	49,109.42			\$74,054		
										Delta compare to option 1				183,570.58	Delta compare to option 1				34,073.25							
9 Category Summary																										
	Site				\$231,119				\$231,124				\$231,119				\$231,119	\$4.89	\$4.83	\$1,750.90						
	Substructure				\$617,105				\$617,105				\$609,190				\$605,272	\$12.80	\$12.65	\$4,585.39						
	Structure				\$2,797,738				\$2,797,738				\$2,768,356				\$2,666,846	\$56.40	\$55.73	\$20,203.38						
	Exterior Enclosure				\$648,483				\$715,955				\$843,676				\$836,861	\$17.70	\$17.49	\$6,339.86						
	Finishes				\$148,789				\$148,789				\$145,291				\$144,144	\$3.05	\$3.01	\$1,092.00						
	Equipment, Pools & Furnishings				\$0				\$0				\$0				\$0	\$0.00	\$0.00	\$0.00						
	Vertical Transportation				\$99,273				\$99,273				\$99,273				\$99,273	\$2.10	\$2.07	\$752.07						
	MEP				\$586,319				\$586,319				\$666,666				\$643,835	\$13.62	\$13.45	\$4,877.54						
	GCs, Fee, Insurances, etc.				\$1,245,490				\$1,252,067				\$1,268,370				\$1,255,093	\$26.54	\$26.23	\$9,508.28						
		TOTAL				\$6,374,317	TOTAL				\$6,448,371	TOTAL				\$6,631,941	TOTAL				\$6,482,444	\$137.08 /gsf	\$135.46 /ssf	\$49,109.42 /ssf		





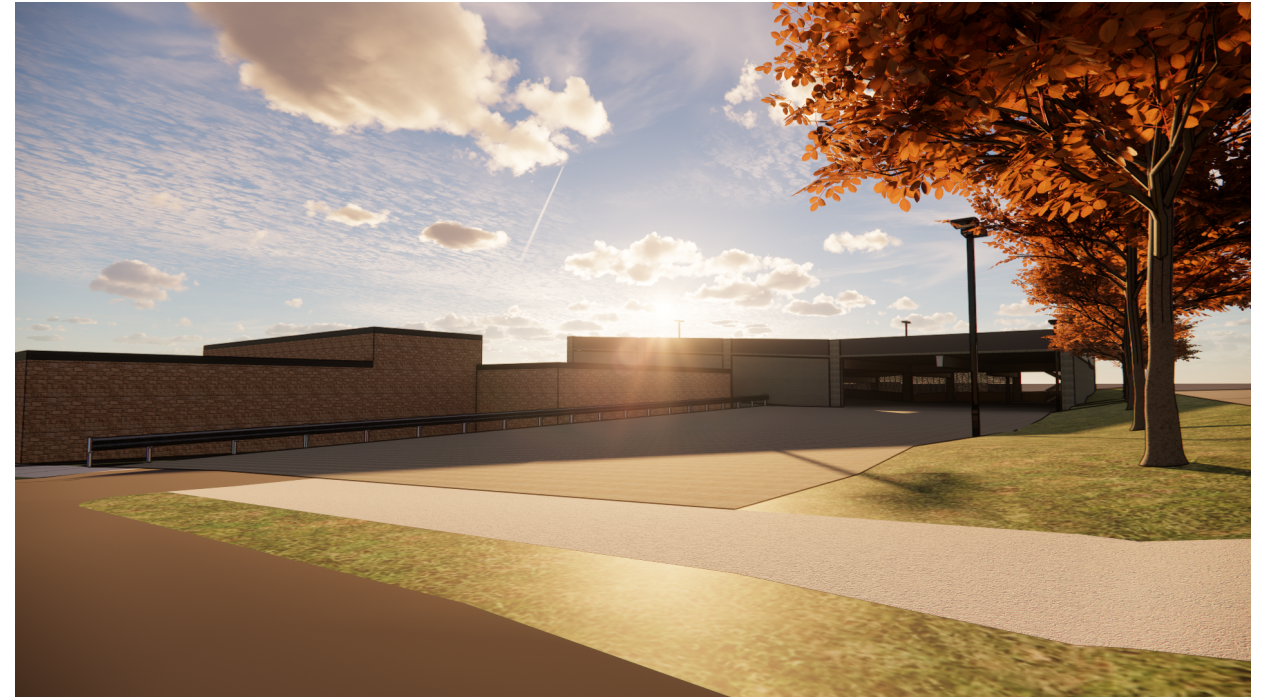
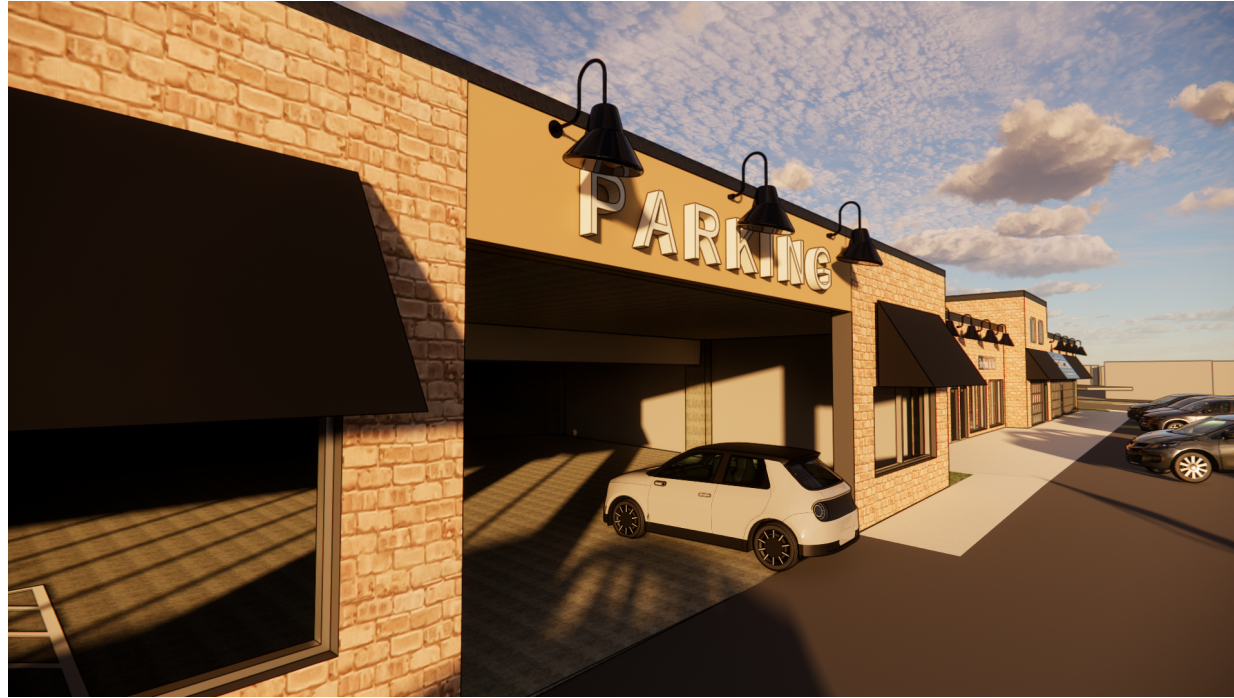
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**PARKING STRUCTURE PRICING OPTION 1**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/2024

DESMAN





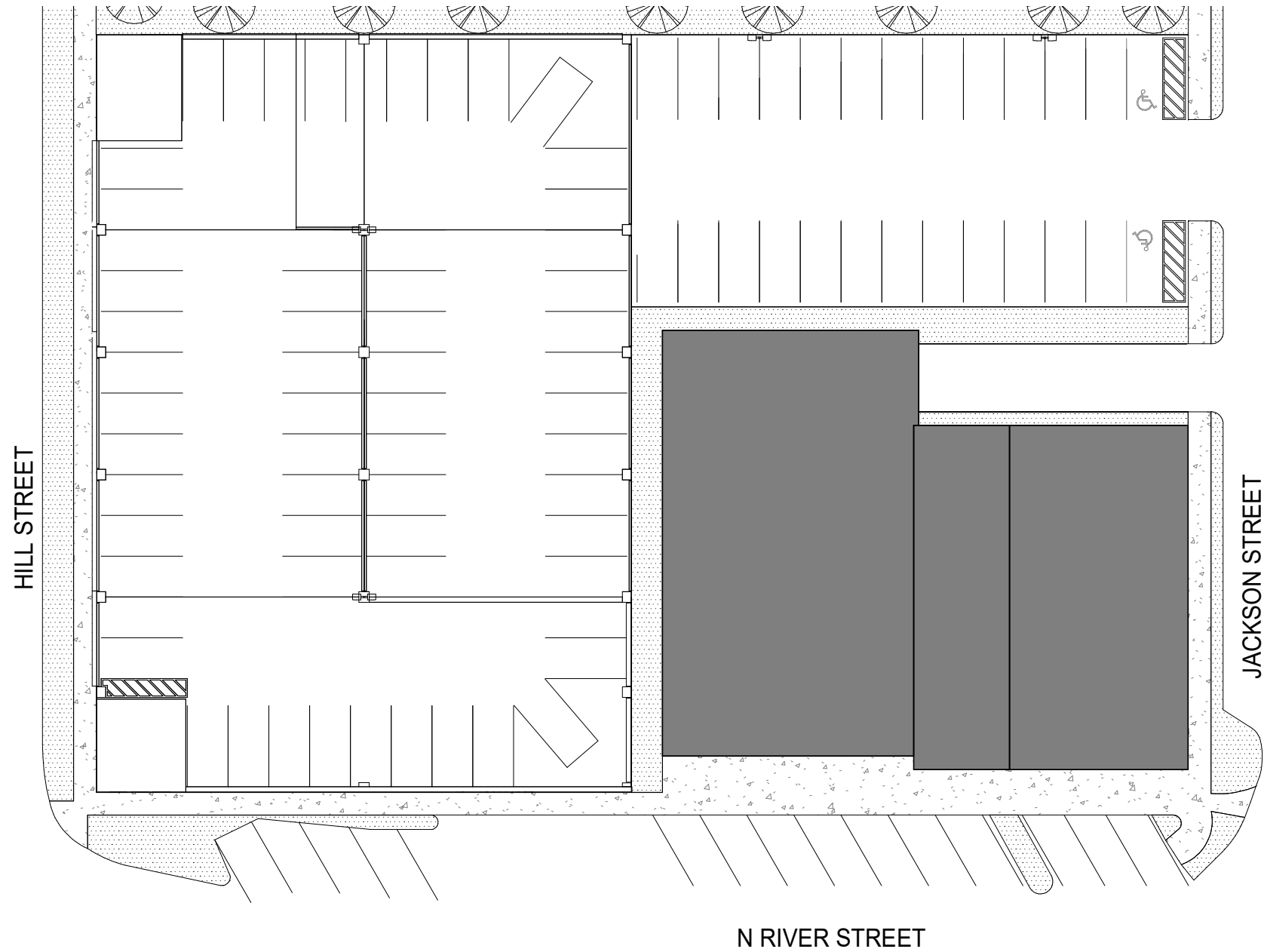
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**PARKING STRUCTURE PRICING OPTION 1**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/2024

**DESMAN**





1 Site Plan  
A002 SCALE: 1/32" = 1'-0"

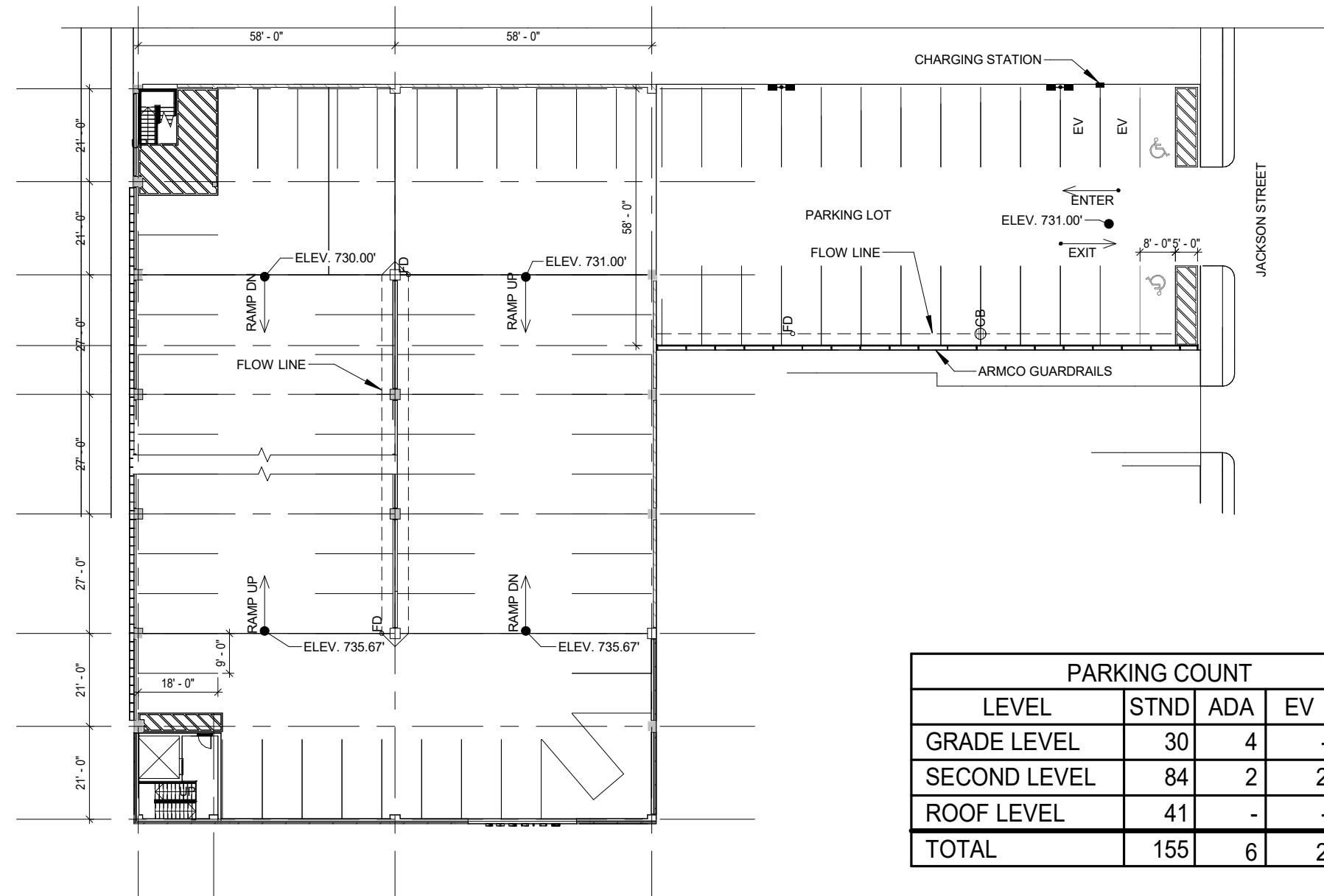
A002

PARKING STRUCTURE PRICING OPTION 1  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/2024

DESMAN





PARKING COUNT				
LEVEL	STND	ADA	EV	TOTAL
GRADE LEVEL	30	4	-	34
SECOND LEVEL	84	2	2	88
ROOF LEVEL	41	-	-	41
TOTAL	155	6	2	163

1

Level 1 Floor Plan  
A101 SCALE: 1/32" = 1'-0"

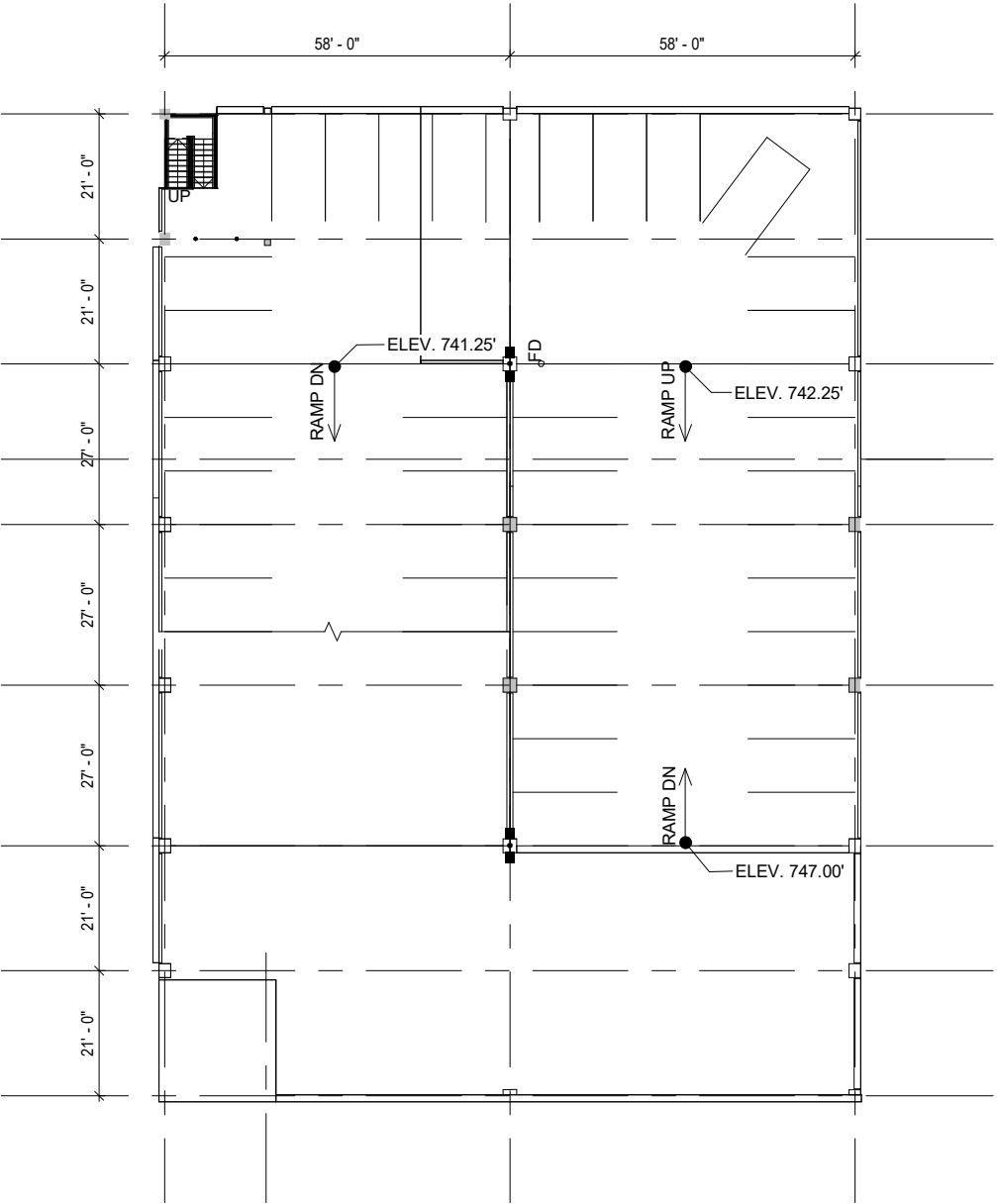
A101

**PARKING STRUCTURE PRICING OPTION 1**  
 100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/2024

DESMAN





PARKING COUNT				
LEVEL	STND	ADA	EV	TOTAL
GRADE LEVEL	30	4	-	34
SECOND LEVEL	84	2	2	88
ROOF LEVEL	41	-	-	41
TOTAL	155	6	2	163

1

Level 2 Floor Plan

A102

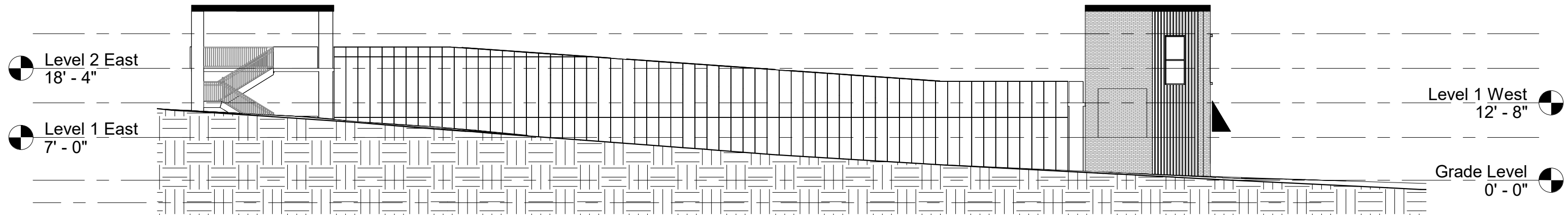
SCALE: 1/32" = 1'-0"

A102

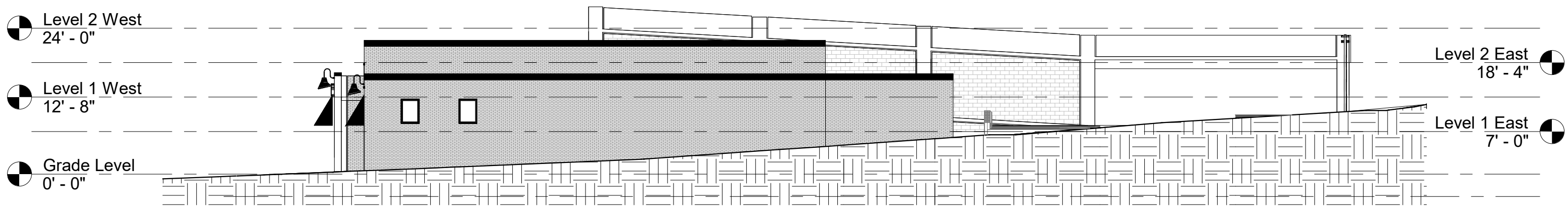
PARKING STRUCTURE PRICING OPTION 1  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/2024

DESMAN



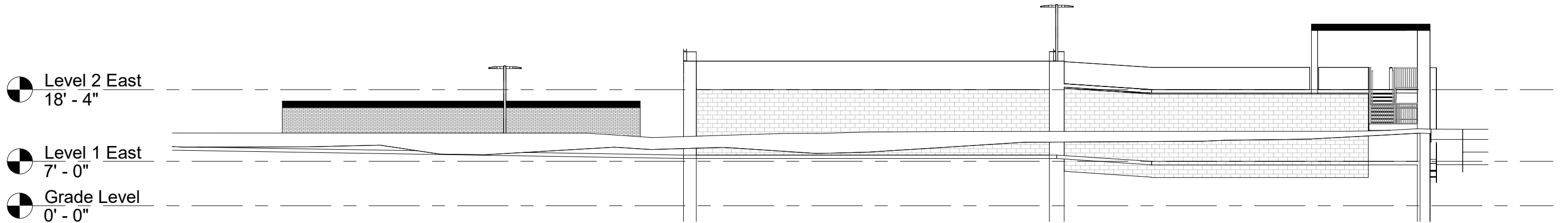
1 North Building Elevation  
A201 SCALE: 1/16" = 1'-0"



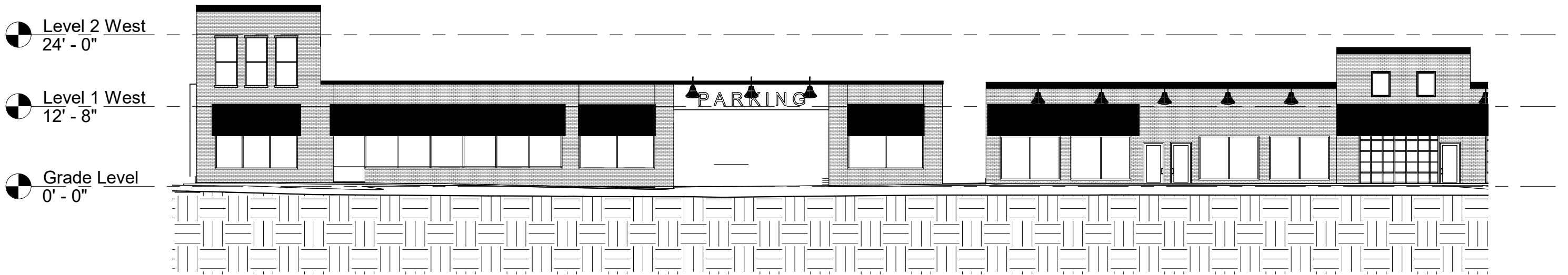
2 South Building Elevation  
A201 SCALE: 1/16" = 1'-0"

# A201

**PARKING STRUCTURE PRICING OPTION 1**  
100 N RIVER STREET, EAST DUNDEE, IL 60118



1 East Building Elevation  
A202 SCALE: 1/16" = 1'-0"



2 West Building Elevation  
A202 SCALE: 1/16" = 1'-0"

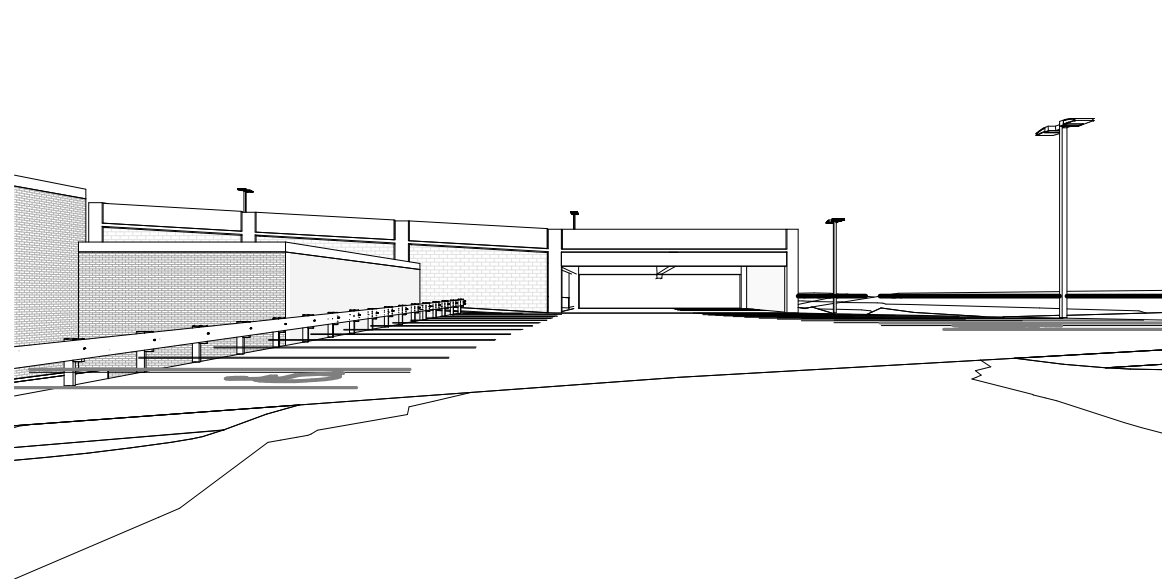
A202

PARKING STRUCTURE PRICING OPTION 1  
100 N RIVER STREET, EAST DUNDEE, IL 60118

DESMAN



1 West Entry/Exit  
A801 SCALE:



2 South Entry/Exit  
A801 SCALE:



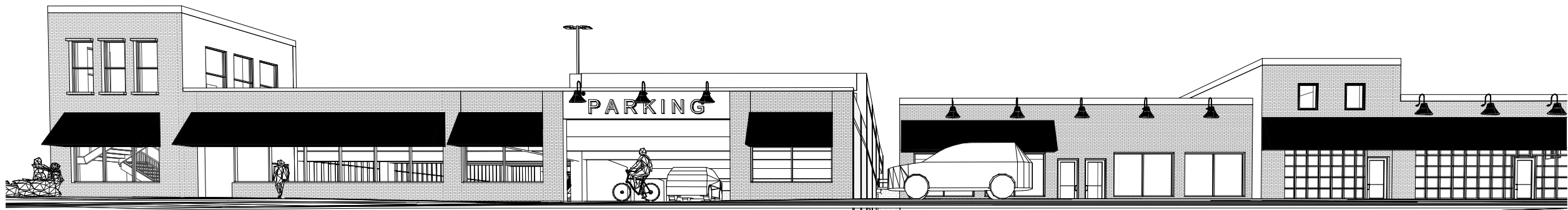
3 Stair Tower  
A801 SCALE:

**A801**

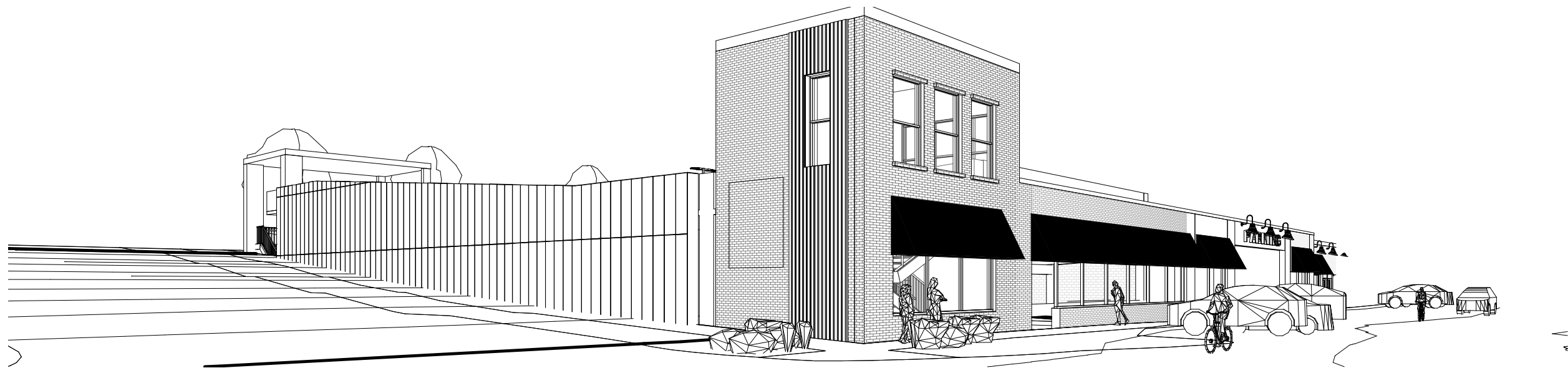
**PARKING STRUCTURE PRICING OPTION 1**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/2024

**DESMAN**



1 West Facade  
A802 SCALE:



2 Northwest Perspective  
A802 SCALE:

A802

**PARKING STRUCTURE PRICING OPTION 1**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/2024

DESMAN





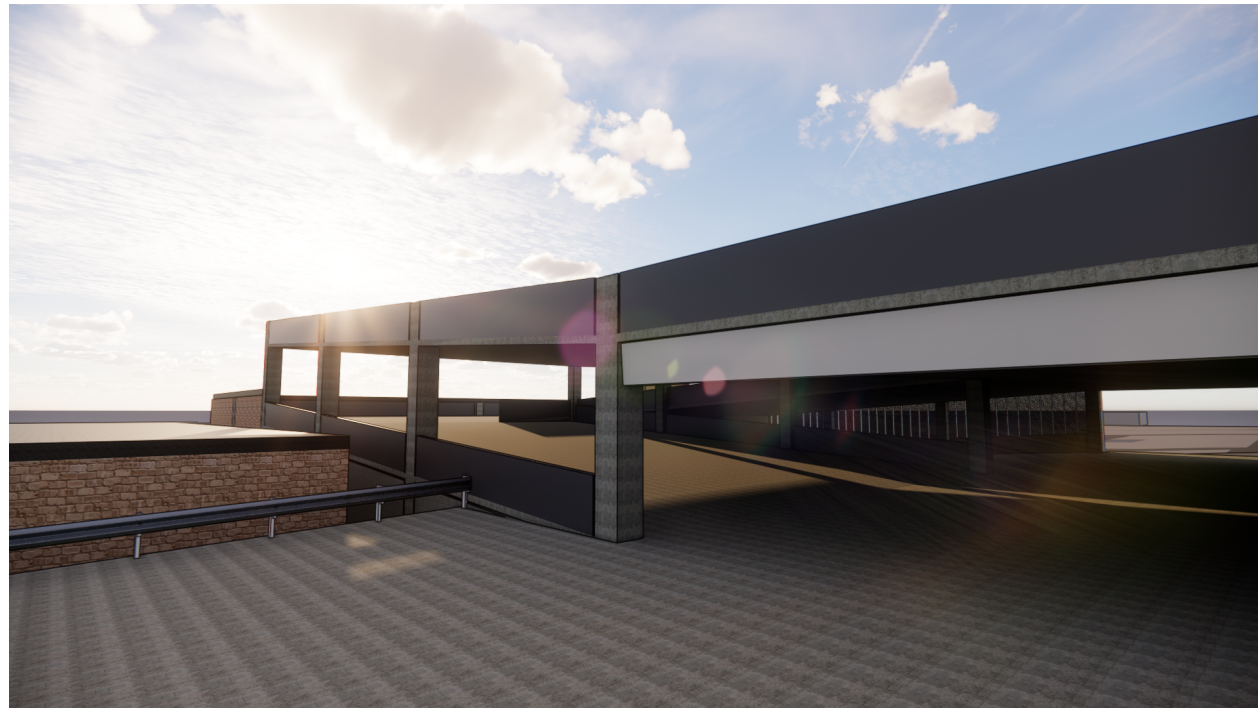
**A000**

**PARKING STRUCTURE PRICING OPTION 2**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

**DESMAN**





A001

**PARKING STRUCTURE PRICING OPTION 2**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

DESMAN





1 Site Plan  
A002 SCALE: 1/32" = 1'-0"



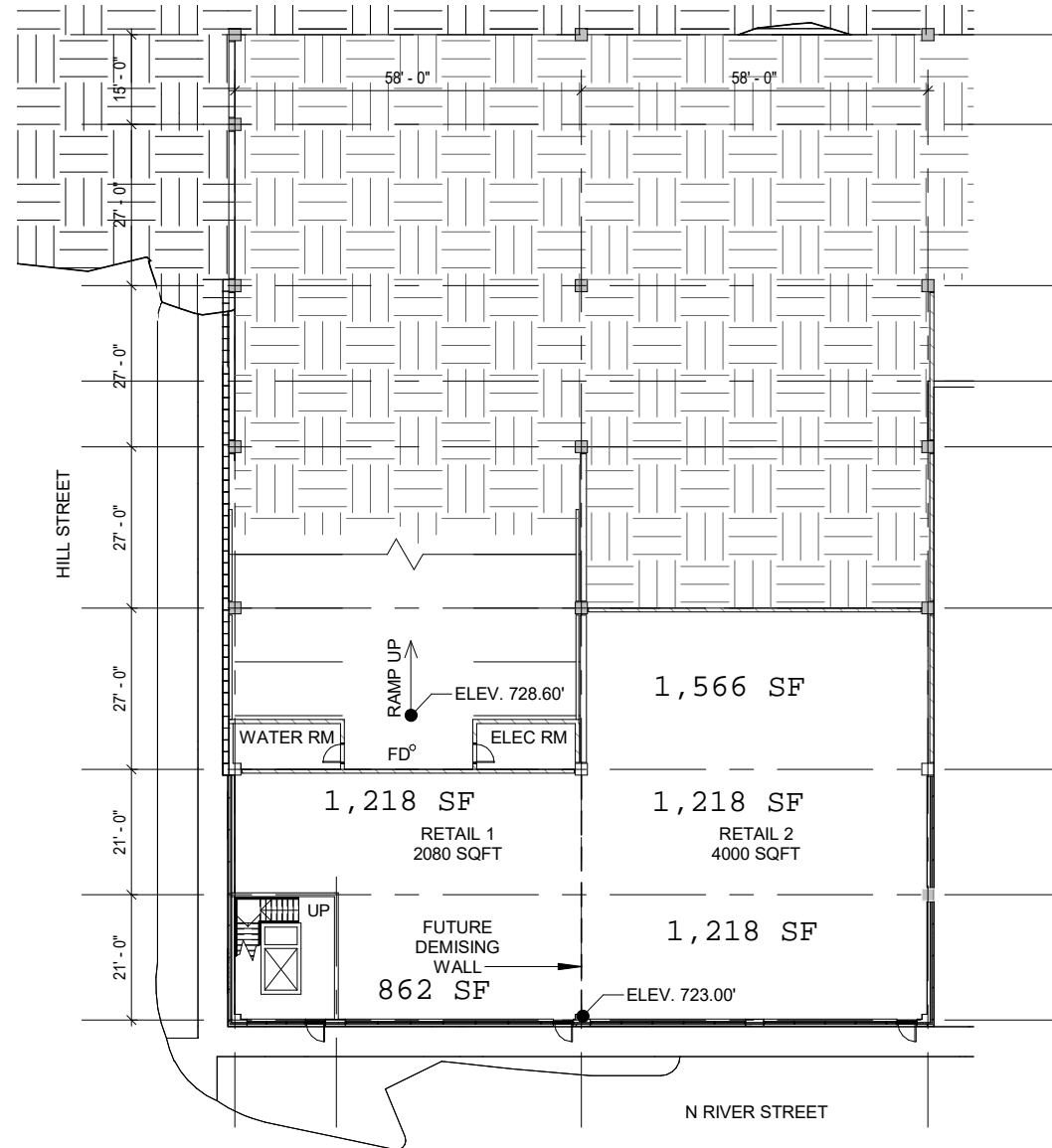
**A002**

**PARKING STRUCTURE PRICING OPTION 2**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

**DESMAN**





Parking Count				
Level	Standard	ADA	EV	Total
Retail	6	-	-	6
Level 1	78	5	2	85
Level 2	41	-	-	41
Total	125	5	2	132

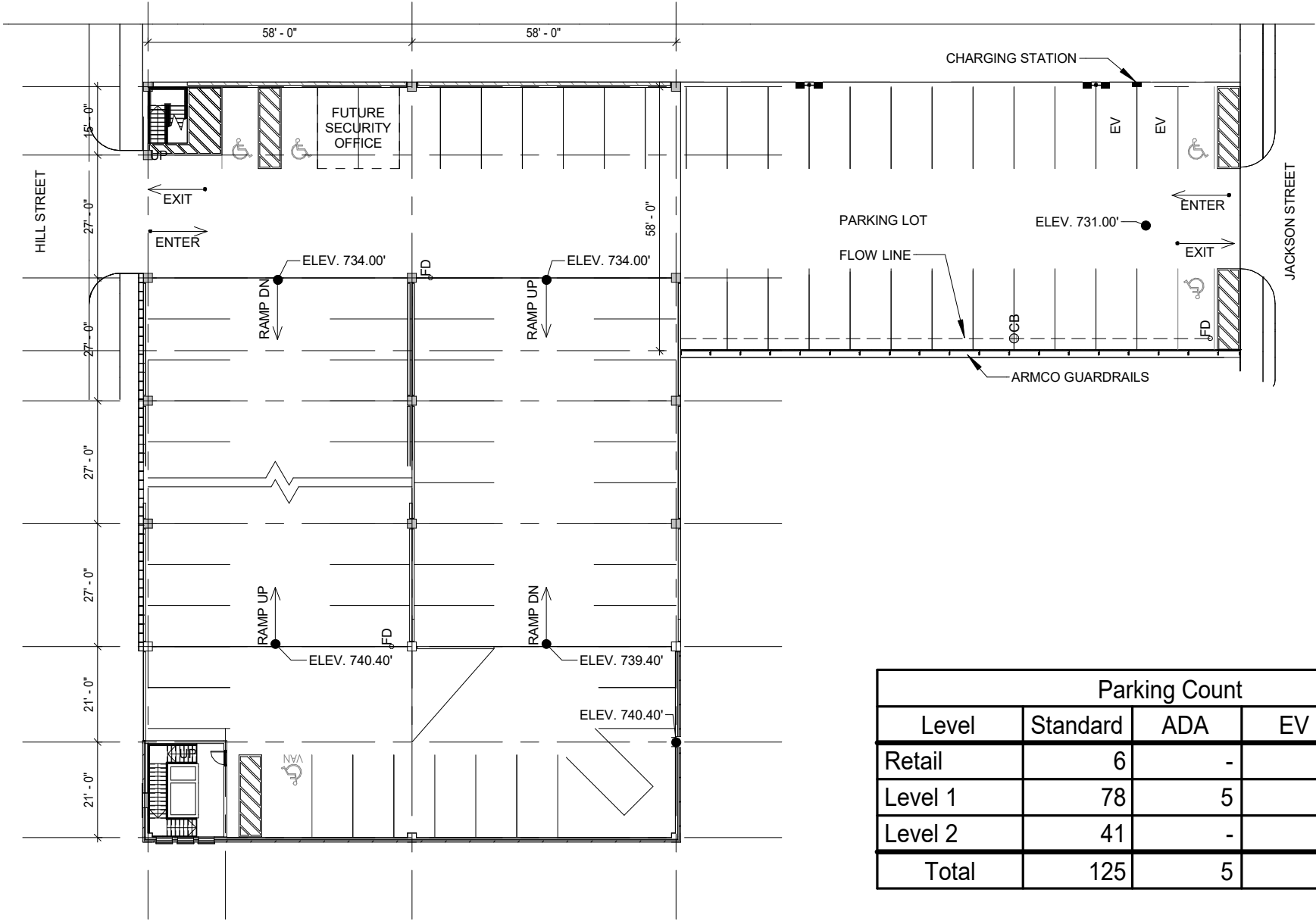
1 Retail  
A100 SCALE: 1/32" = 1'-0"

A100

PARKING STRUCTURE PRICING OPTION 2  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

DESMAN



Parking Count				
Level	Standard	ADA	EV	Total
Retail	6	-	-	6
Level 1	78	5	2	85
Level 2	41	-	-	41
Total	125	5	2	132

1

A101

Level 1

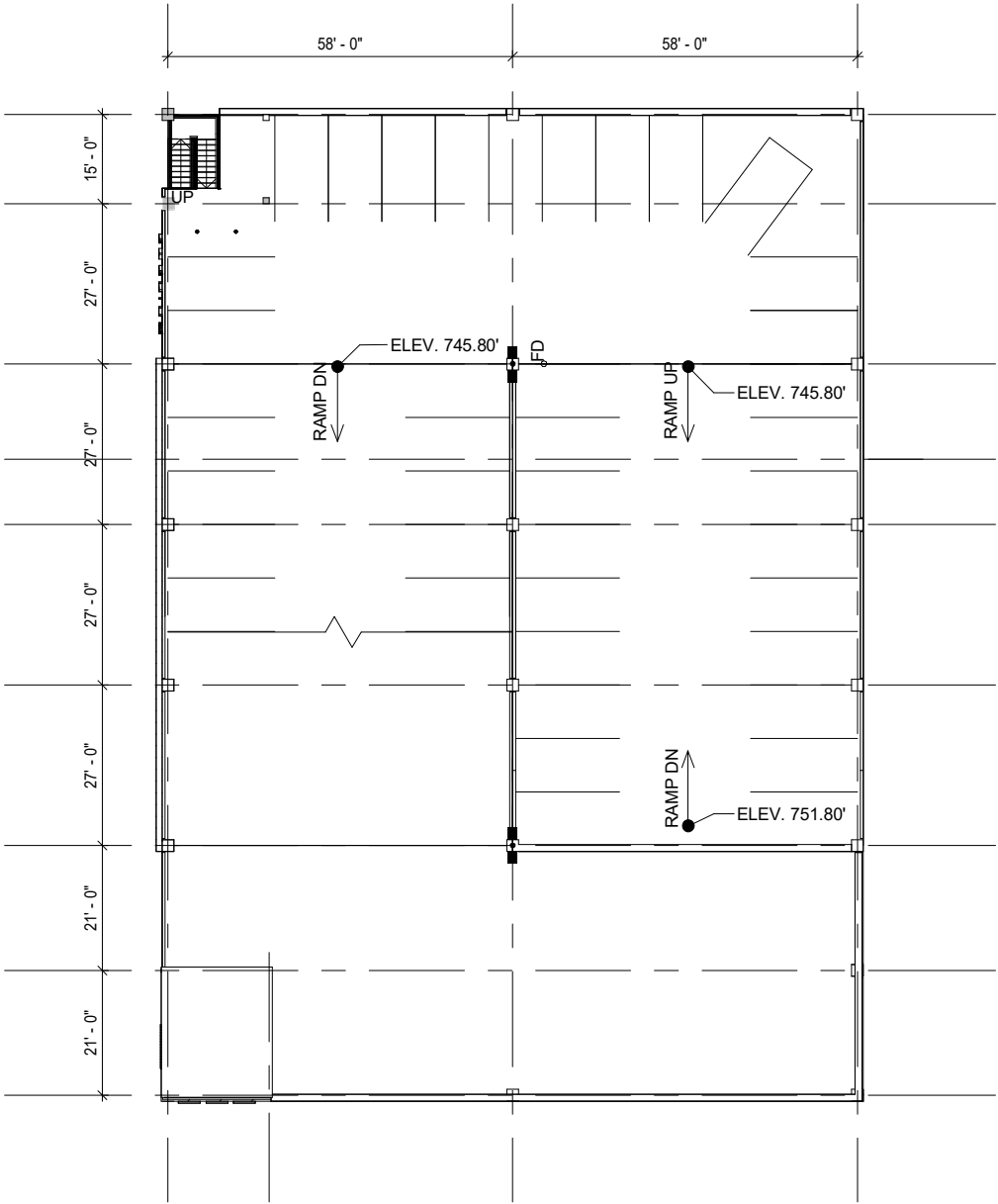
SCALE: 1/32" = 1'-0"

A101

PARKING STRUCTURE PRICING OPTION 2  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

DESMAN



Parking Count				
Level	Standard	ADA	EV	Total
Retail	6	-	-	6
Level 1	78	5	2	85
Level 2	41	-	-	41
Total	125	5	2	132

1

Level 2

A102

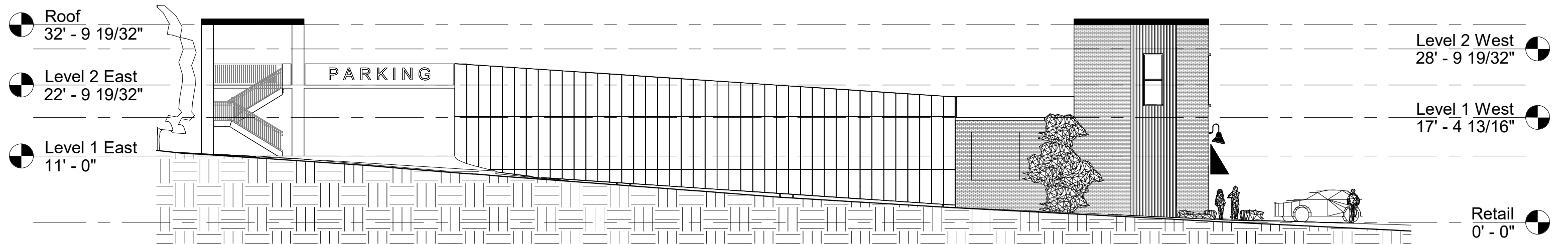
SCALE: 1/32" = 1'-0"

A102

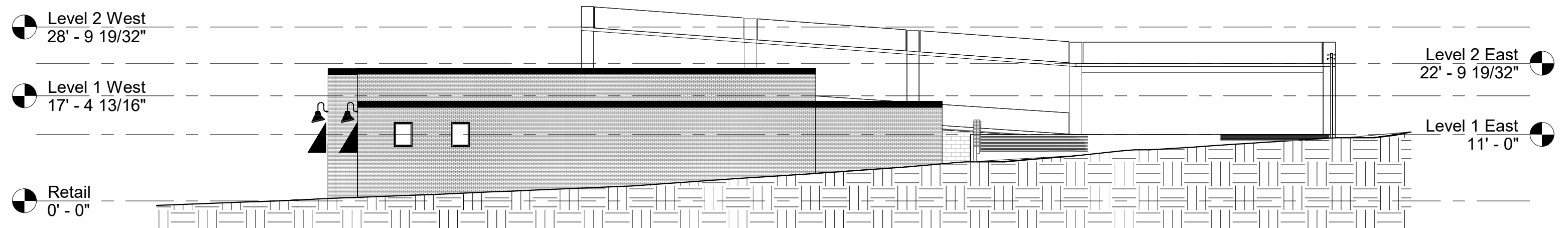
PARKING STRUCTURE PRICING OPTION 2  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

DESMAN



1 North Building Elevation  
A201 SCALE: 1/16" = 1'-0"

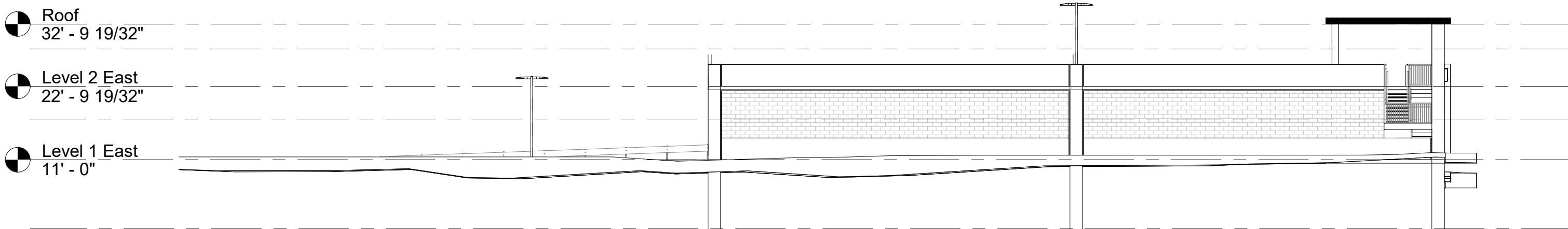


2 South Building Elevation  
A201 SCALE: 1/16" = 1'-0"

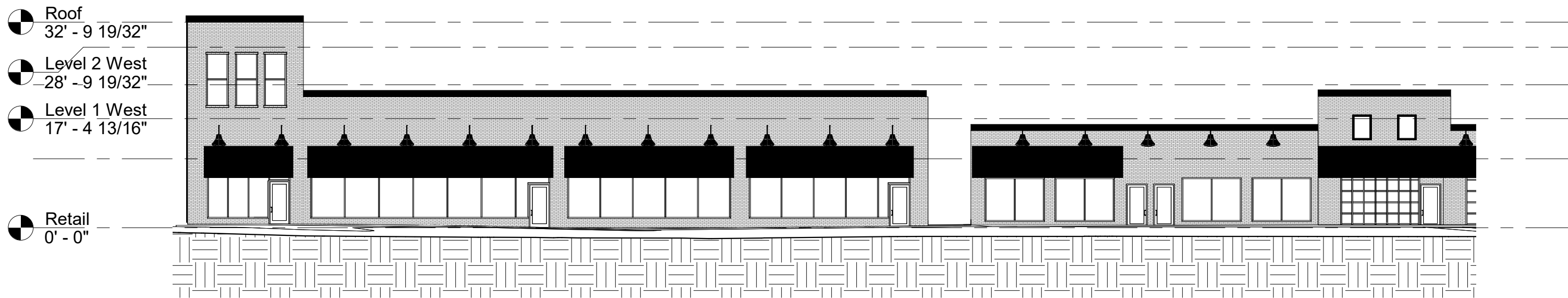
**A201**

**PARKING STRUCTURE PRICING OPTION 2**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

**DESMAN**



1 East Building Elevation  
A202 SCALE: 1/16" = 1'-0"



2 West Building Elevation  
A202 SCALE: 1/16" = 1'-0"

**A202**

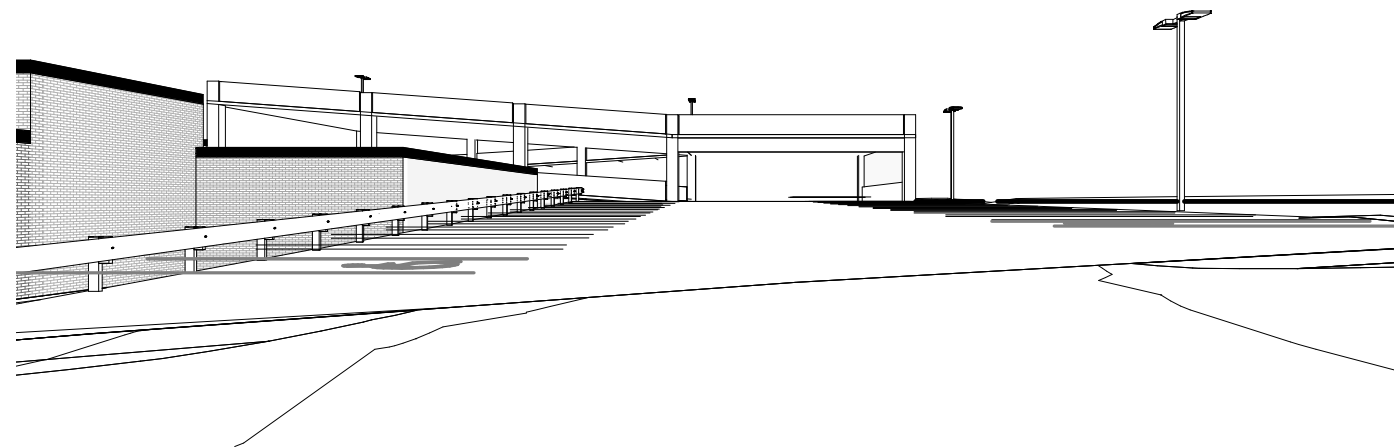
**PARKING STRUCTURE PRICING OPTION 2**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

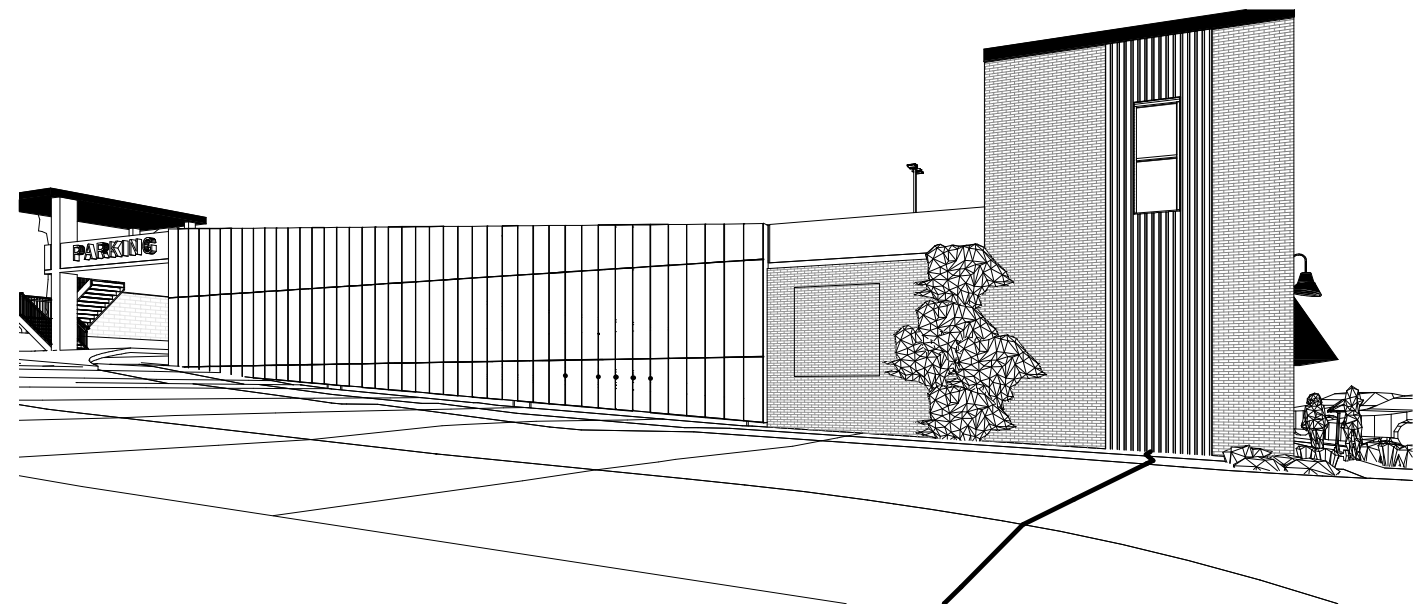
**DESMAN**



1 West Facade  
A801 SCALE:



**A801** 2 South Entry/Exit  
A801 SCALE:



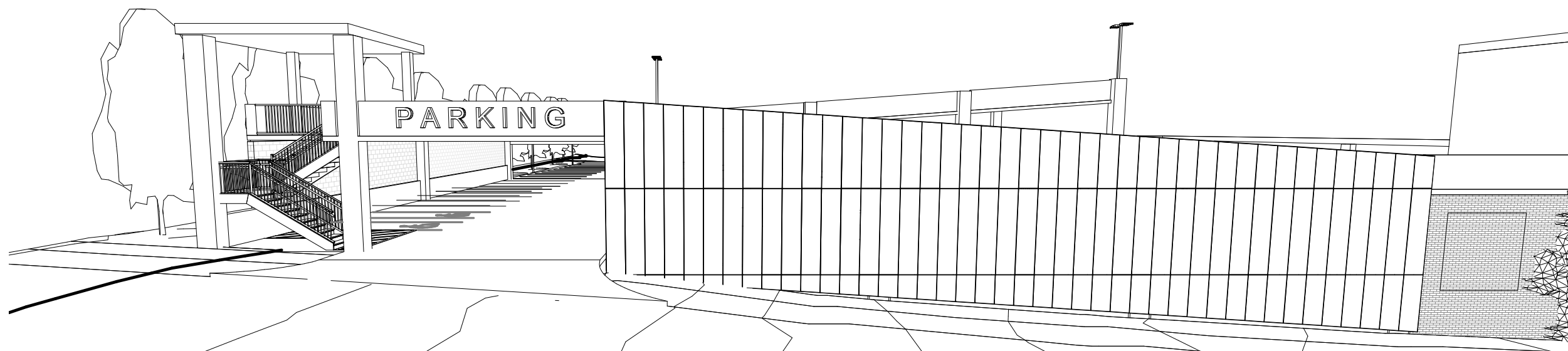
3 Northwest Perspective  
A801 SCALE:

**PARKING STRUCTURE PRICING OPTION 2**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

**DESMAN**



1 Retail Facade  
A802 SCALE:



2 North Entry/Exit  
A802 SCALE:

**A802**

**PARKING STRUCTURE PRICING OPTION 2**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

**DESMAN**





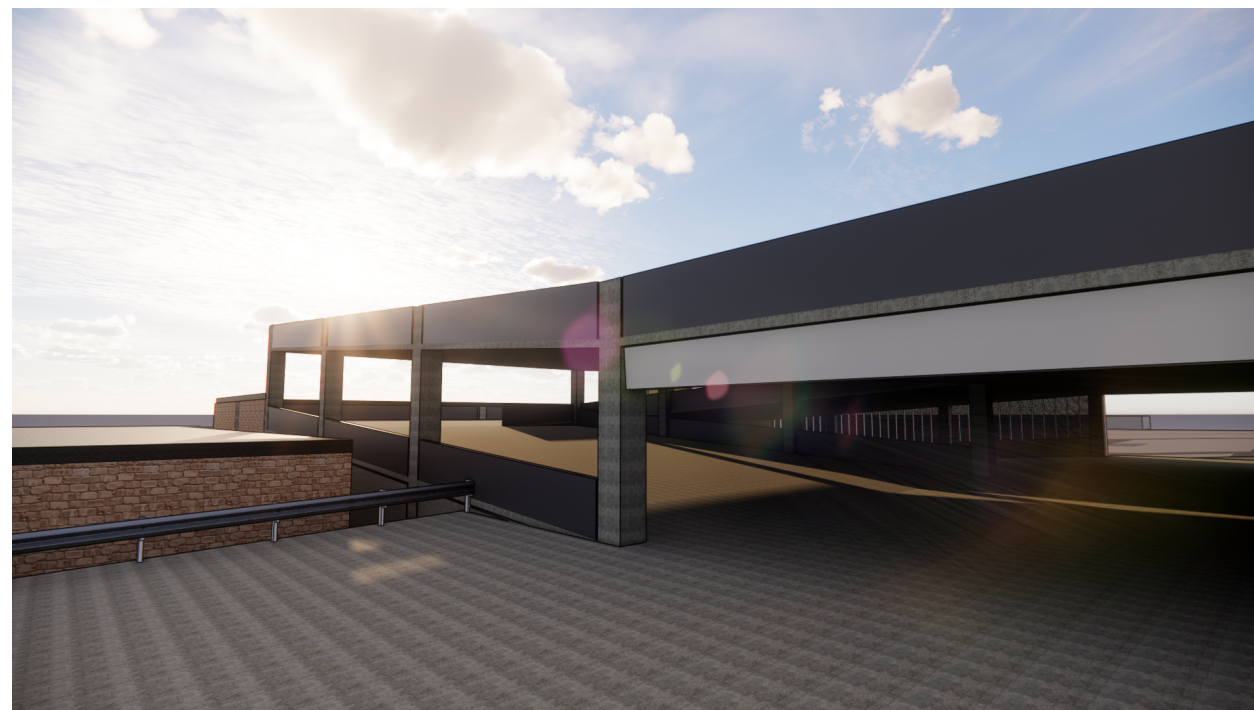
**A000**

**PARKING STRUCTURE PRICING OPTION 3**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

**DESMAN**





**A001**

**PARKING STRUCTURE PRICING OPTION 3**  
 100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

**DESMAN**





1 Site Plan  
A002 SCALE: 1/32" = 1'-0"

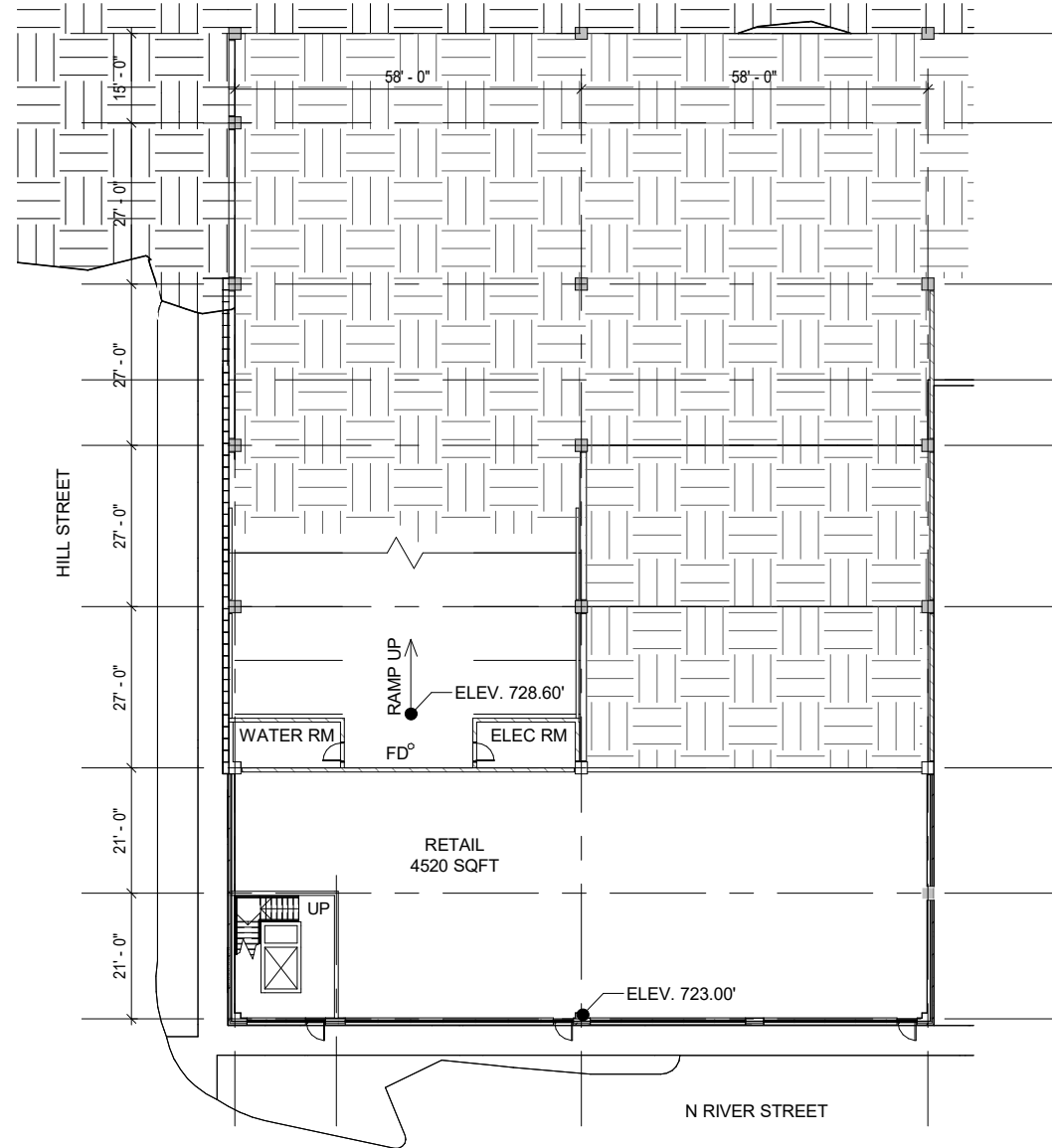


**A002**

**PARKING STRUCTURE PRICING OPTION 3**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

**DESMAN**



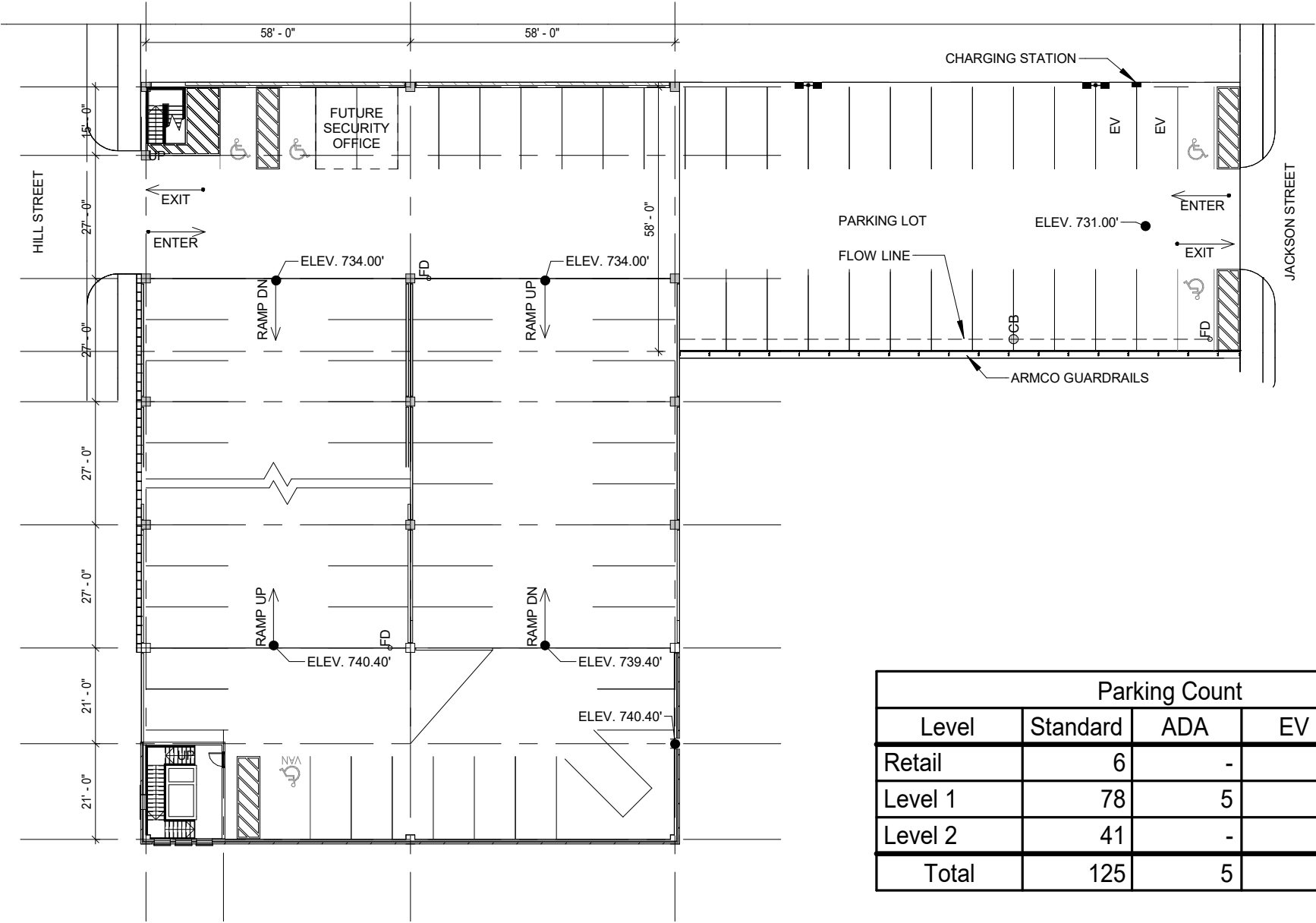
Parking Count				
Level	Standard	ADA	EV	Total
Retail	6	-	-	6
Level 1	78	5	2	85
Level 2	41	-	-	41
Total	125	5	2	132

1 Retail Alt.  
A100-1 SCALE: 1/32" = 1'-0"

A100-1

PARKING STRUCTURE PRICING OPTION 3  
100 N RIVER STREET, EAST DUNDEE, IL 60118





Parking Count				
Level	Standard	ADA	EV	Total
Retail	6	-	-	6
Level 1	78	5	2	85
Level 2	41	-	-	41
Total	125	5	2	132

1

A101

Level 1

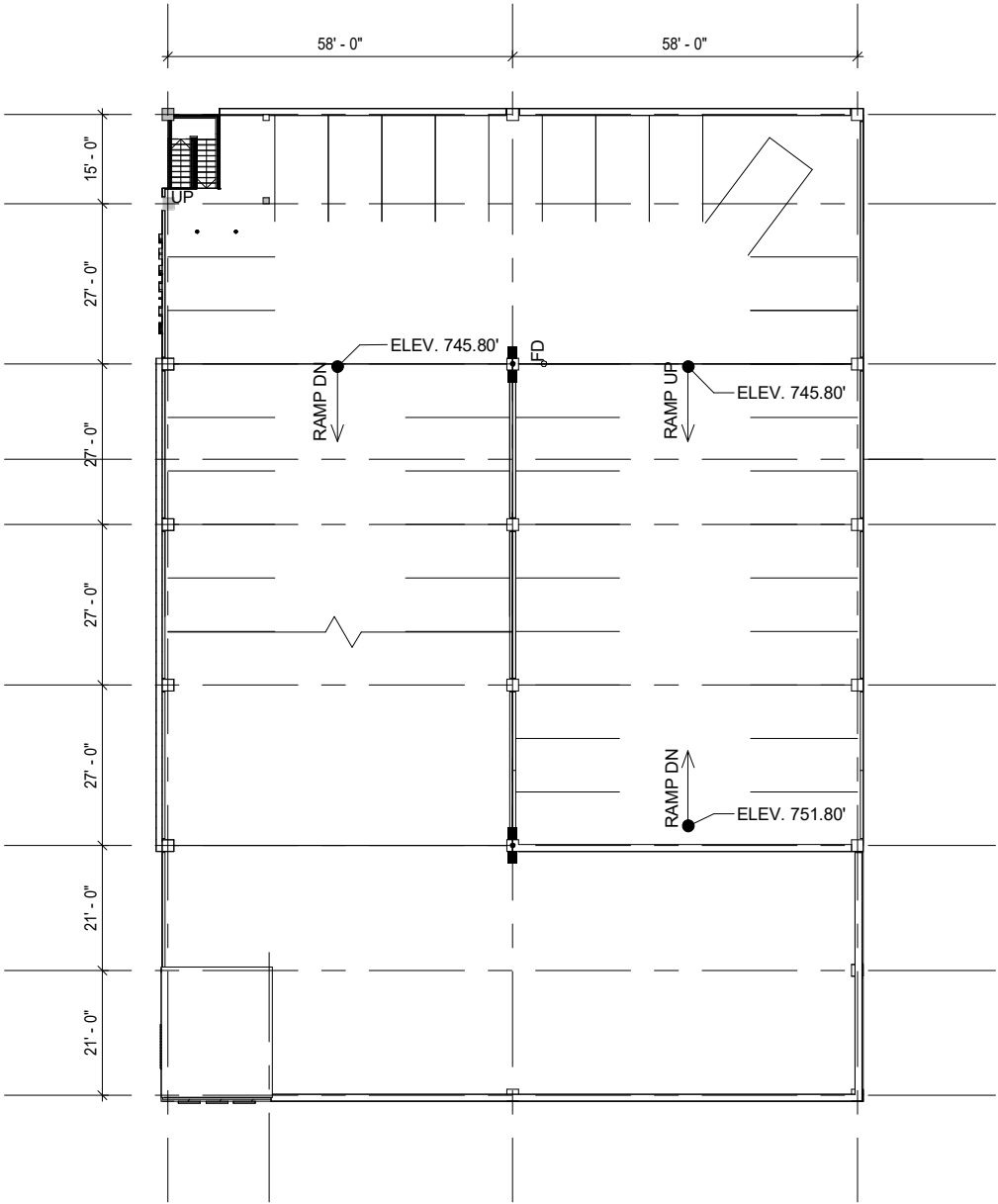
SCALE: 1/32" = 1'-0"

A101

PARKING STRUCTURE PRICING OPTION 3  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

DESMAN



Parking Count				
Level	Standard	ADA	EV	Total
Retail	6	-	-	6
Level 1	78	5	2	85
Level 2	41	-	-	41
Total	125	5	2	132

1

A102

Level 2

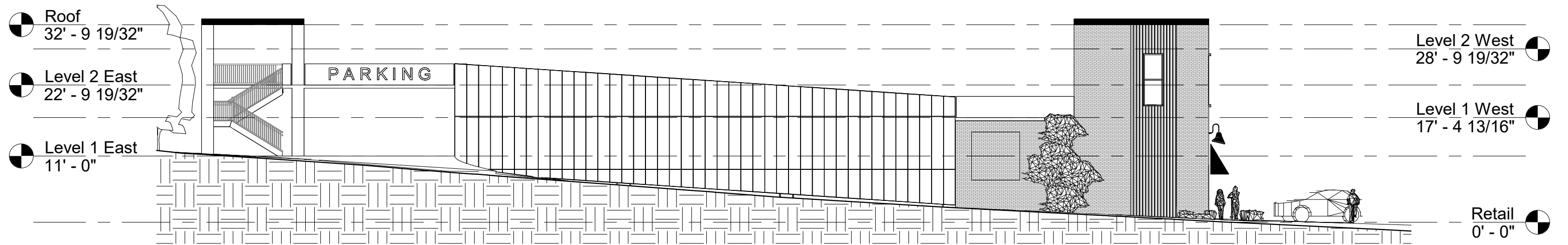
SCALE: 1/32" = 1'-0"

A102

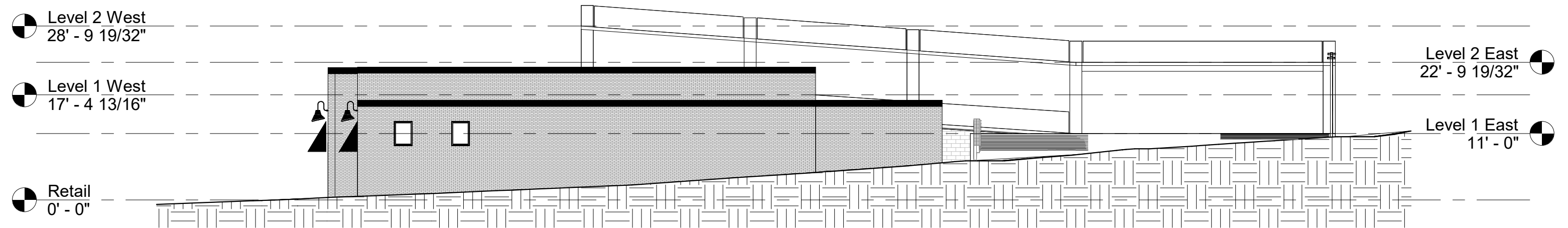
PARKING STRUCTURE PRICING OPTION 3  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24





1 North Building Elevation  
A201 SCALE: 1/16" = 1'-0"

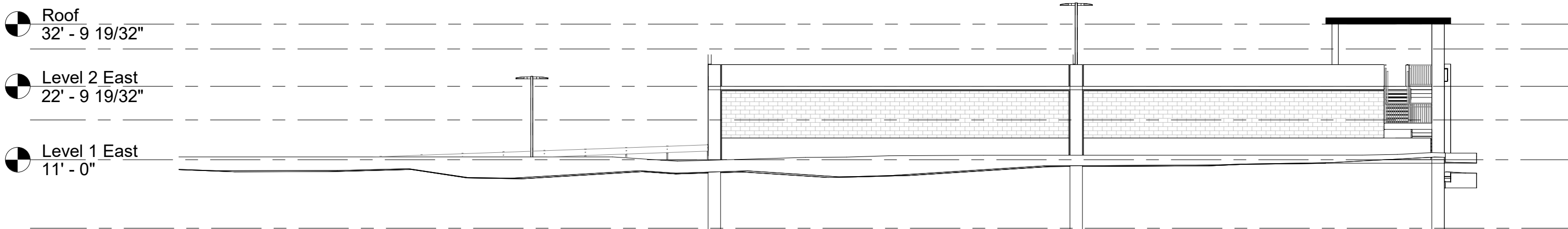


2 South Building Elevation  
A201 SCALE: 1/16" = 1'-0"

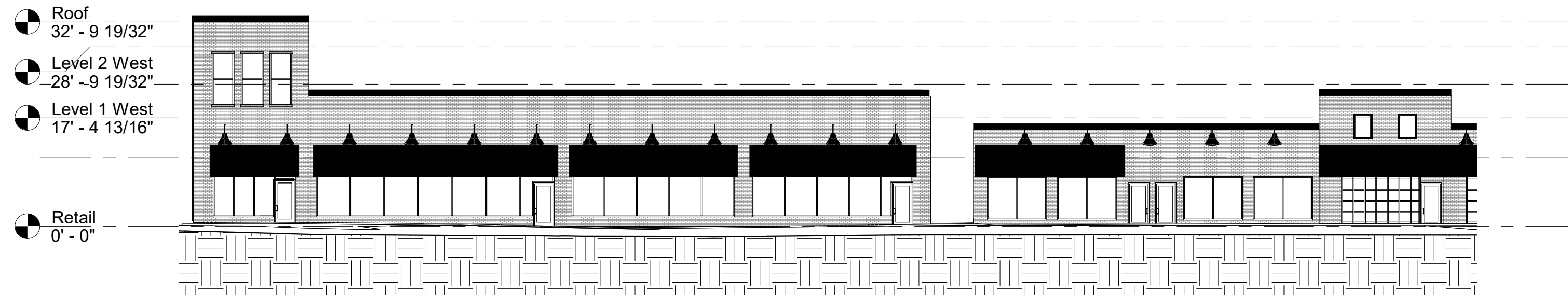
**A201**

**PARKING STRUCTURE PRICING OPTION 3**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

**DESMAN**



1 East Building Elevation  
A202 SCALE: 1/16" = 1'-0"



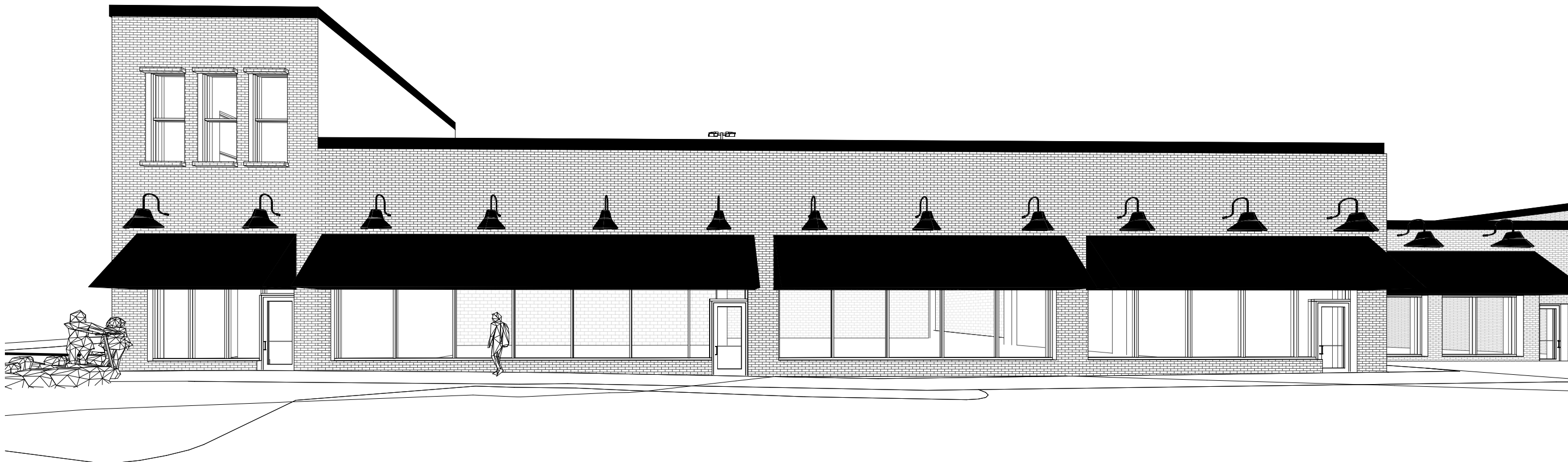
2 West Building Elevation  
A202 SCALE: 1/16" = 1'-0"

**A202**

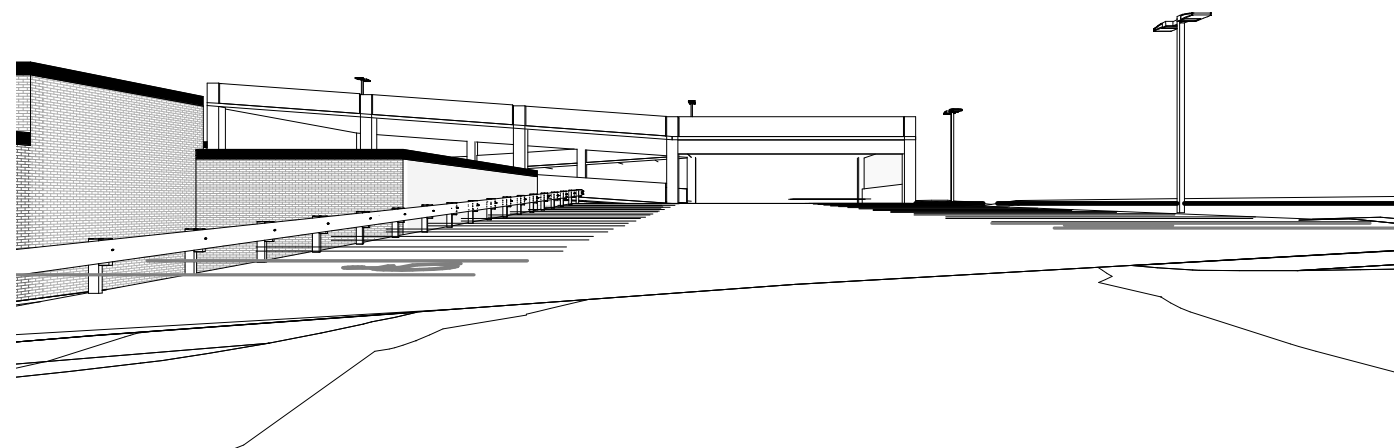
**PARKING STRUCTURE PRICING OPTION 3**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

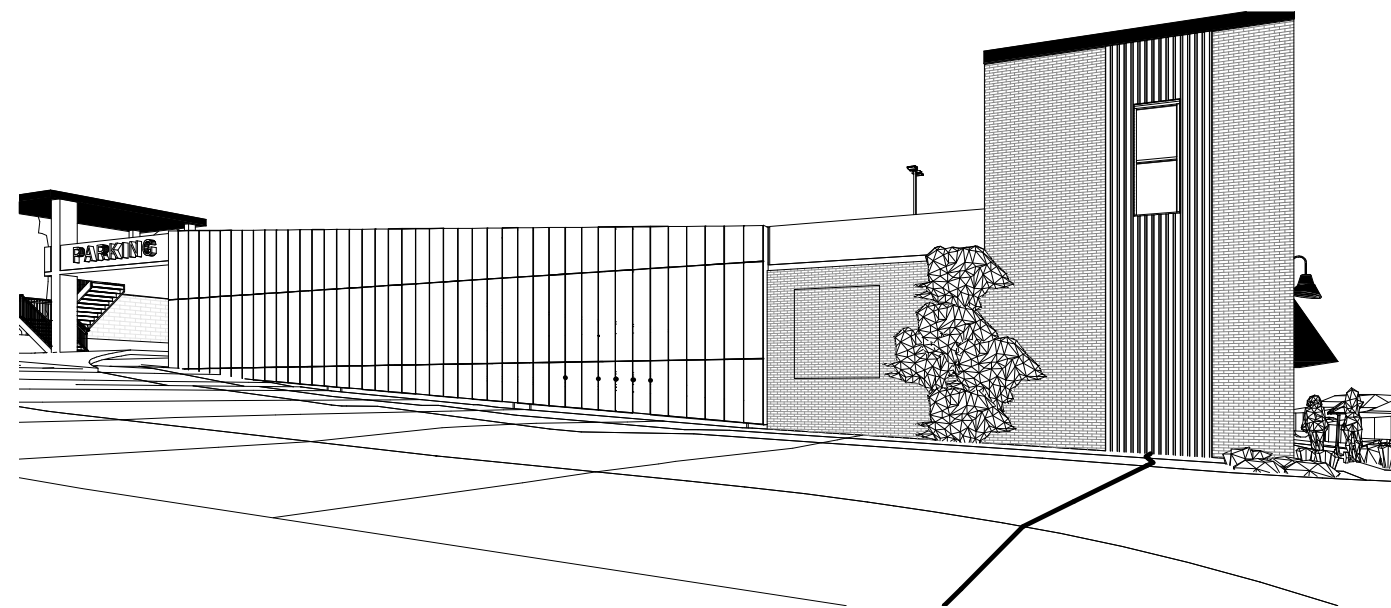
**DESMAN**



1 West Facade  
A801 SCALE:



**A801** 2 South Entry/Exit  
A801 SCALE:

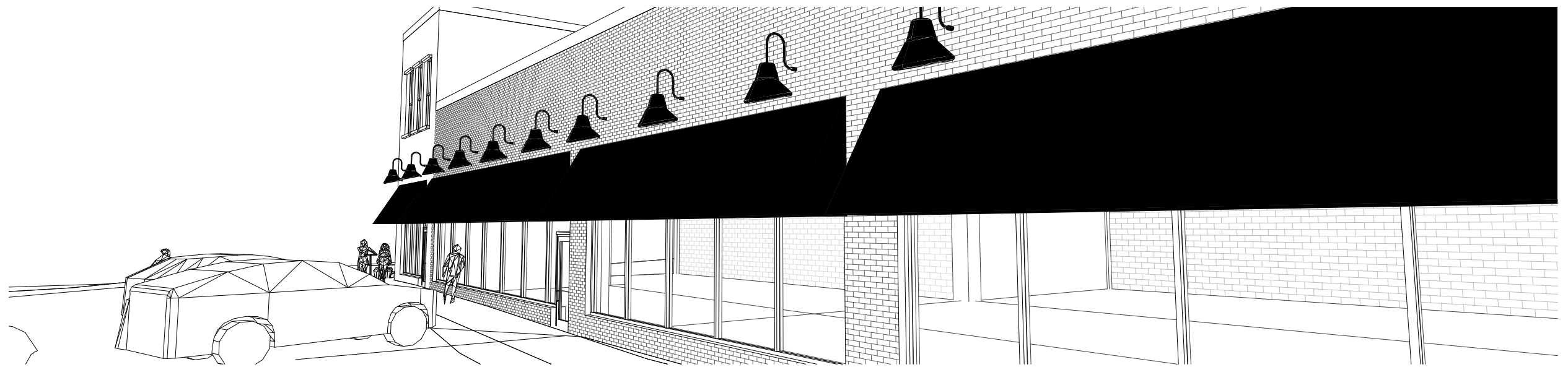


3 Northwest Perspective  
A801 SCALE:

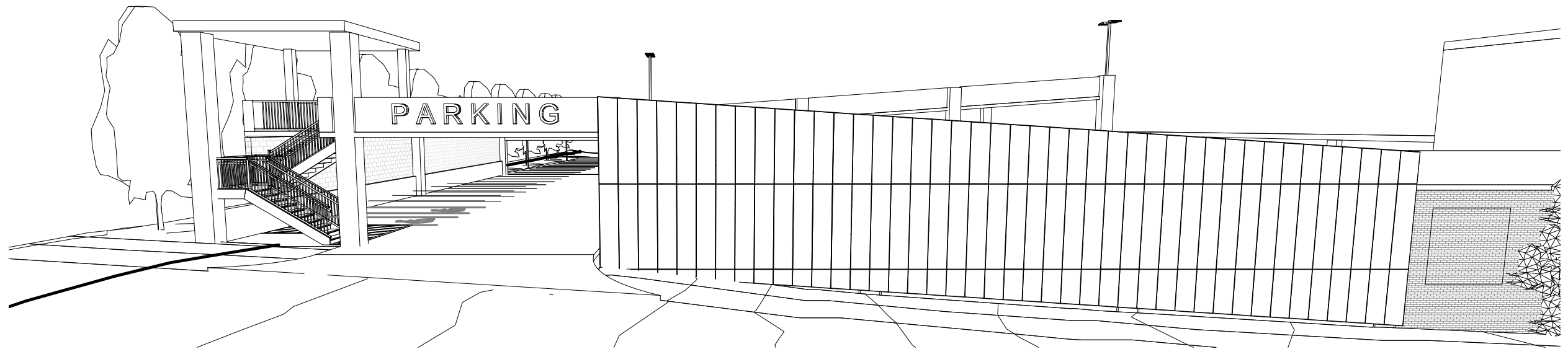
**PARKING STRUCTURE PRICING OPTION 3**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

**DESMAN**





1 Retail Facade  
A802 SCALE:



2 North Entry/Exit  
A802 SCALE:

**A802**

**PARKING STRUCTURE PRICING OPTION 3**  
100 N RIVER STREET, EAST DUNDEE, IL 60118

01/26/24

**DESMAN**

## Memorandum



**To:** Village President and Board of Trustees  
**From:** Erika Storlie, Village Administrator  
**Subject:** 406-408 Barrington Ave. – Sale of Land and Development Agreement  
**Date:** February 19, 2024

---

### **Action Requested:**

Staff recommends Village Board approval of an ordinance authorizing a development agreement between the Village of East Dundee and Billiteri Enterprises, LLC whereby the Village would sell the property located at 406-408 Barrington Ave, East Dundee, IL, for a residential development. The Developer would invest a minimum of \$2,800,000 into the project in exchange for TIF reimbursement of a maximum of \$390,000 that would be received only from the increased TIF increment generated by the project.

### **Summary:**

At the September 19, 2022, Village Board meeting, the Village Board was presented interest by Billitteri Enterprises, LLC ("Developer") in building multi-family residential units on the vacant water pumping station site located at 406 and 408 Barrington Ave ("Property"). On February 28, 2023, staff published a request for proposals soliciting developers to submit proposals for redevelopment projects for the site ("RFP"). Staff published the RFP on the Village's website, in the Daily Herald, and on DemandStar and received one proposal – from Billiteri Enterprises.

During the March 20, 2023, Village Board meeting, the Board reviewed the sole RFP response from Billiteri Enterprises and requested that the Developer make changes to the proposal to better fit the project within the context of the neighborhood. The Developer has made substantial changes to the project and now proposes to construct 1 twelve-unit building and 1 eight-unit building, of a maximum of two stories.

This property is located in the Downtown TIF (TIF #3) which is set to expire on December 31, 2031. This leaves only 5 to 6 years of remaining TIF life after the project is fully built, assessed and then put on the tax rolls. Due to this, the Developer is requesting 90% of the TIF increment be reimbursed to them for the remaining life of the TIF, not to exceed \$390,000. This total dollar amount must be substantiated by TIF-eligible expenses in order to receive reimbursement. Any delays to the project will reduce the repayment to the Developer and will not have any risk associated to the Village.

Due to the fact that the property is within the TIF boundaries, owned by the Village, and proposing to be sold to a developer, a public notice was issued and is attached. For clarity, no upfront funding is being provided to the developer by the Village, and the developer has provided a full pro forma indicating the funding for the project and the need for the TIF reimbursement to make the project financially viable.

#### Overview of Developer's Obligations:

- Before the Effective Date, the Developer has submitted to the Village a plan for the development of the Property with the Project, including:
- An estimate of all costs to be incurred by the Developer in connection with acquisition and development of the Property with the Project, which must evidence that the Developer will invest no less than \$2,800,000.00 in the Project;
- A concept plan, including site plan, elevations, floor plans, and other plans requested by the Village;
- A financial pro forma for the Project, which will be attached to this Agreement and made a part hereof, when available;
- The Dundee Township Assessor's estimated increase in equalized assessed value of the Property upon completion of the Project; and
- An executed Trust and Agency form.

#### Project Timeline

- By March 1, 2024 - Developer must apply for any zoning relief needed for the Project.
- By May 1, 2024 - the Developer must apply for all permits for the Project.
- By June 1, 2024 - the Developer must acquire the Property from the Village.
- Within 30 calendar days of receiving permits, the Developer must start construction.
- Within one calendar year of the date on which construction of the Project is started, a temporary certificate of occupancy shall be obtained, and the Developer must be actively engaged in the leasing of the Project.

Staff recommends approval of this project as it will put a vacant parcel into active use and the revised design is high-quality and will be an asset to the neighborhood. Additional residents in the immediate vicinity of the downtown will also contribute to the vibrancy of the neighborhood and offer additional customers for downtown merchants. Lastly, there is a shortage of housing county-wide and this project will break ground this summer and offer a variety of housing options for new and existing residents to choose from.

Township Assessor Michael Bielak has reviewed the proposal and estimates an assessed value of the final project to be \$933,240. With this assessment, the likely annual TIF increment would be approximately \$89,000.

**Attachments:**

Rendering

Ordinance

Development Agreement & Purchase & Sales Agreement

Public Notice







ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE  
COUNTIES, ILLINOIS AND BILLITTERI ENTERPRISES, LLC  
(406-408 BARRINGTON AVE.)**

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

**SECTION 1:** The President and Board of Trustees of the Village find as follows:

- A. The Village of East Dundee ("***Village***") is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time ("***TIF Act***").
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 08-34, 08-35 and 08-36, adopted June 16, 2008, and as amended by Ordinance Number 18-28 on September 10, 2018, the Downtown Tax Increment Financing District ("***TIF District***") was formed as a TIF district, for a 23-year period. Ordinance Nos. 08-34, 08-35, 08-36 and 18-28 are incorporated herein by reference.
- D. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are empowered under Section 4(c) of the TIF Act, 65 ILCS 5/11-74.4-4(c), to convey real property within the TIF District in furtherance of the Redevelopment Plan and Project for the TIF District, including for the acquisition of the "Subject Property," as defined in Section I.E. below.
- E. The Village is the owner of the real estate commonly known as 406-408 Barrington Avenue, East Dundee, Illinois, with Parcel Identification Numbers 03-23-312-005, 03-23-312-007, and 03-23-312-009 (collectively, the "***Subject Property***").
- F. Billitteri Enterprises, LLC ("***Developer***") desires to acquire the Subject Property from the Village and develop two residential apartment buildings thereon ("***Project***").
- G. The Village desires to convey the Subject Property to the Developer and to provide certain incentives in furtherance of Project, to assist with implementation of the Redevelopment Plan and Project for the TIF District.

- H. It is the desire of the Developer to accept the Subject Property from the Village and to develop the Project on the terms set forth in the "Development Agreement" and its accompanying exhibits, attached hereto as **EXHIBIT A** and made a part hereof ("**Agreement**").
- I. The Village published notice of its intent to convey the Subject Property to the Developer and to enter into the Agreement in the *Fox Valley Daily Herald* on January 30, 2024.
- J. It is in the best interest of the Village to convey the Subject Property to the Developer, to ensure that redevelopment within the TIF District continues.

**SECTION 2:** Based upon the foregoing, the Village President, Village Clerk, and Village Administrator be and are hereby authorized and directed to convey the Subject Property and perform the Village's obligations pursuant to the terms and conditions set forth in the Agreement, as amended and reflected in **Exhibit A** hereto, **and in such other form as may be approved by the Village Administrator and Village Counsel** and the Village President, Village Clerk and Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to consummate such conveyance and obligations.

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

**ADOPTED** this 19th day of February, 2024, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this 19th day of February, 2024, by the Village President of the Village of East Dundee, and attested by the Village Clerk, on the same day.

\_\_\_\_\_  
Village President

**APPROVED and FILED** in my office this \_\_\_\_ day of \_\_\_\_\_, 2024 and published in pamphlet form in the Village of East Dundee, Kane and Cook Counties, Illinois.

ATTEST:

\_\_\_\_\_  
Village Clerk



**EXHIBIT A**  
**DEVELOPMENT AGREEMENT**  
(attached)

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS  
AND BILLITTERI ENTERPRISES, LLC  
(406 – 408 Barrington Avenue)**

**THIS DEVELOPMENT AGREEMENT** (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between the Village of East Dundee, Illinois, an Illinois municipal company (“**Village**”), and Billitteri Enterprises, LLC, an Illinois limited liability company (“**Developer**”).

**PREAMBLES**

**WHEREAS**, the Village is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the President and Board of Trustees of the Village (“**Corporate Authorities**”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the Village’s tax base, ameliorate blight and provide job opportunities for its residents; and

**WHEREAS**, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

**WHEREAS**, the Village has identified certain areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings, and deteriorating site improvements, which factors, if not addressed, will result

in a disproportionate expenditure of public funds, a decline of the Village's tax base and loss of job opportunity for its residents; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended ("**TIF Act**") and the Village's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits; and

**WHEREAS**, pursuant to Ordinance Numbers 08-34, 08-35, and 08-36, adopted on June 16, 2008, the Village designated the tax increment redevelopment project area ("**Redevelopment Project Area**"), approved a tax increment redevelopment plan and project ("**TIF Plan**"), and adopted tax increment financing relative to the Village's Downtown Tax Increment Financing District ("**TIF District**"), with said TIF District being legally described and depicted as set forth in **EXHIBIT A-1** and **EXHIBIT A-2**, respectively, attached hereto and made part hereof; and

**WHEREAS**, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Corporate Authorities are authorized to incur costs and to make and enter into all contracts necessary or incidental to promotion of economic development within the Village; and

**WHEREAS**, there is certain real estate located within the Redevelopment Project Area owned by the Village, which is legally described and depicted in **EXHIBITS B-1** and **B-2**, respectively, attached hereto and made a part hereof, known as 406-408 Barrington Avenue, East Dundee, Illinois 60118 ("**Property**"); and

**WHEREAS**, the Village has been informed by the Developer that it desires to acquire the Property, and that it desires to develop the Property with two residential apartment buildings, one with 12 units and another with eight units, and related public improvements, all as depicted and described in the site plan and project description in **EXHIBITS C-1** and **C-2**, respectively, attached hereto and made a part hereof (collectively, the “**Project**”); and

**WHEREAS**, the Corporate Authorities have determined that the development of the Property with the Project best serves the public’s health, safety and welfare; and

**WHEREAS**, the Developer’s proposal calls for the Developer to develop the Property in accordance with all applicable Village ordinances, laws and regulations of the State of Illinois, and laws and regulations of the United States of America (collectively, the “**Legal Requirements**”), and the Village has determined that the Developer has the necessary qualifications, expertise and background necessary to undertake the development of the Property with the Project; and

**WHEREAS**, the Corporate Authorities have determined that the development by the Developer of the Property with the Project pursuant to this Agreement would further the TIF Plan, are in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants;

**NOW, THEREFORE**, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

### **Section 1. Incorporation of Recitals**

The parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

## **Section 2. Developer's Obligations**

(a) Before the Effective Date, the Developer has submitted to the Village a plan for the development of the Property with the Project, including:

- (1) An estimate of all costs to be incurred by the Developer in connection with acquisition and development of the Property with the Project, which must evidence that the Developer will invest no less than \$2,800,000.00 in the Project;
- (2) A concept plan, including site plan, elevations, floor plans, and other plans requested by the Village;
- (3) A financial *pro forma* for the Project, which will be attached to this Agreement and made a part hereof, when available;
- (4) The Dundee Township Assessor's estimated increase in equalized assessed value of the Property upon completion of the Project; and
- (5) An executed Trust and Agency form.

The Developer's submittals in Section 2(a)(1) through 2(a)(5) are attached hereto as **Exhibit D** and made a part hereof and are an integral part of the Project.

(b) With regard to timing of the Project:

- (1) On or before March 1, 2024, the Developer must apply for all zoning relief needed for the construction, operation and maintenance of the Project.

- (2) On or before May 1, 2024, the Developer must apply for all permits as may be required to undertake and complete the construction for all aspects of the Project.
- (3) On or before June 1, 2024, the Developer must acquire the Property from the Village on the terms and conditions in this Agreement, including, without limitation, in Section 3(a) below.
- (4) Within 30 calendar days of the later of Developer having received all permits as may be required to undertake and complete the construction of all aspects of the Project and the Developer's acquisition of the Property, the Developer must commence construction of all aspects of the Project.
- (5) Within one calendar year of the date on which construction of the Project is commenced as set forth in Section 2(b)(4) above, the Developer must obtain a temporary certificate of occupancy for all aspects of the Project in accordance with the Legal Requirements, which must be issued by the Village in accordance with the Legal Requirements, and the Developer must be actively engaged in the leasing of the Project, and must otherwise maintain, manage, and operate the Project. The date the Project receives a final certificate of occupancy for all aspects of the Project is the "**Commencement Date.**"



(6) The Developer must construct, or cause construction of, all aspects of the Project in full compliance with this Agreements and the Legal Requirements.

(c) The Developer must pay all real estate taxes on the Property when due and to pay all sums due and owing to the Village including, but not limited to, fines, fees, taxes, licenses, assessments and invoices for all services, except as waived in Section 3(b) below. The Developer further agrees not to violate any of the Legal Requirements.

(d) The Developer's obligations under this Agreement are contingent upon the Developer obtaining, on or before its acquisition of the Property from the Village, a firm construction loan commitment for the Project in an amount and under terms acceptable to the Developer and Developer's legal counsel. In the event the Developer is unable to procure such firm construction loan commitment within the stated time, at the election of either the Village or the Developer this Agreement will be null and void and of no further effect, and the Village will refund the Developer any amounts deposited by the Developer pursuant to the Village's Trust and Agency policy not obligated to be paid to, used by, or owed to, the Village related thereto.

(e) This Agreement is contingent upon the Village granting the zoning relief needed for the Project to be built and operated. If the Village denies the zoning relief needed for the Project to be built and operated, this Agreement will be null and void and of no further effect, the Village and the Developer will have no further obligations or rights under this Agreement.

(f) As a material inducement for the Village to enter into this Agreement, the Developer must indemnify and hold harmless the Village, its elected officials, agents,

officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly in connection with the Property and the Project. The Developer must, at its own cost and expense, appear, defend and pay all charges of attorneys selected by the indemnitee, costs, and other expenses arising therefrom or incurred in connection therewith.

### **Section 3. Developer Incentives**

In consideration of the development by the Developer of the Property in accordance with the terms of this Agreement, so long as no event described in Section 15 of this Agreement has occurred and is continuing:

(a) The Developer will acquire the Property from the Village and the Village will convey the Property to the Developer on the following terms and conditions, in accordance with the Purchase and Sale Agreement attached as **Exhibit E** and made a part hereof, with such changes thereto to conform it to the terms of this Agreement:

- (1) Purchase price: \$10.00
- (2) Deed: Special Warranty Deed
- (3) Representations and warranties: as-is, where-is, with no warranties, including environmental, whatsoever, also see Section 16
- (4) Closing costs: paid as customarily charged
- (5) Closing date: per Section 2(b)(3) of this Agreement

(b) With regard to the Project, the Village: (1) waives all water and sewer capital improvement charges, also known as connection fees, imposed by the Village pursuant to Sections 51.37 and 53.61 of the Village Code, respectively, (2) waives the water connection fees and sewer connection fees, imposed by the Village pursuant to Sections

51.17 and 53.12 of the Village Code, respectively, (3) waives the administrative, public works and police impact fees imposed by the Village pursuant to Chapter 159 of the Village Code, 4) waives all annual inspection fees from the Commencement Date through the end of the term of this Agreement, and 5) other than the fee for civil engineering review, waives all fees imposed by the Village related to third-party review of Developer's applications, plans, and submissions. The Developer must pay the fire impact fees imposed by the Village pursuant to Chapter 159 of the Village Code. The Developer must also pay the school and park district impact fees imposed by the Village pursuant to Chapter 155 of the Village Code.

(c) The Village will pay the Developer an amount not to exceed \$390,000.00 on a pay-as-you-go basis from 90% of the “**Incremental Property Taxes**” (as defined below) received by the Village through December 31, 2031 as reimbursement for “**Eligible Redevelopment Project Costs**” (as defined below) actually incurred and spent by the Developer on the Project, as follows:

- (1) “**Incremental Property Taxes**” means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected by the Village after the Commencement Date and which are attributable to the increase in the equalized assessed valuation (“**EAV**”) of the Property over and above the EAV of the Property at the time of the formation of the TIF District, all as determined by the Kane County Clerk, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement which have been received by the Village on and after the

Commencement Date, and which are available after deduction of amounts which must otherwise be paid by the Village under the TIF Act, including but not limited to school student tuition assistance under 65 ILCS 5/11-74.4-3(q)(7.5) and library patron assistance under 65 ILCS 5/11-74.4-3(q)(7.7).

- (2) **“Eligible Redevelopment Project Costs”** means the reasonable and actual costs incurred and paid by the Developer for the Project, which are eligible for reimbursement under the TIF Act, to be reimbursed from Incremental Property Taxes pursuant to the TIF Act by the Village, as provided in this Agreement.
- (3) Incremental Property Taxes will be paid to the Developer as follows:
  - (i) So long as Developer is in compliance with its obligations under this Agreement, the Village will pay Incremental Property Taxes to the Developer within 20 business days of receipt of Developer's annual request for reimbursement of Eligible Redevelopment Project Costs (each a **“Request”**) documented by the Developer to have been incurred by the Developer in relation to the Project. The Developer may submit a Request no more than one time per calendar year, on or around October 1st of each year after the Commencement Date.
  - (ii) Requests for reimbursement must be sent to the Village Administrator, must be in writing and sworn under oath, and

must be accompanied by: (a) a copy of the paid receipts for the Eligible Redevelopment Project Costs for which the Developer seeks reimbursement, (b) a copy of the Property's property tax bill, along with proof of payment of same, and (c) any other information or materials reasonably requested by the Village. Unless the Village has good cause to believe that the Request seeks reimbursement or payment for costs which are ineligible for reimbursement under the TIF Act, were not reasonable or actually incurred and paid by the Developer for the Project, or a Request does not comply with the requirements for Request submission set forth in this subsection (ii), the Village shall pay the Request within 20 business days of the date of its receipt of the same, provided there are sufficient Incremental Property Taxes to do so. If the Village elects to withhold or deny such payment, the Village shall promptly, and in any event not later than the date payment would otherwise have been due, advise the Developer in writing as to the specific basis for the Village's position.

- (iii) In the event that the Village ceases to receive Incremental Property Taxes from the Property, as a result of a change in the law, and no alternate tax is enacted to replace the Incremental Property Taxes, the Village will not be obligated

to make any further Incremental Property Taxes payments hereunder.

(iv) The payment of Incremental Property Taxes by the Village will cease December 31, 2031 or when the total reimbursement has reached a maximum of \$390,000.

(4) The payment of Incremental Property Taxes in this Agreement is a limited obligation of the Village. The payment of Incremental Property Taxes in this Agreement is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide the Developer with Incremental Property Taxes.

#### **Section 4. Financial Responsibility and Clawbacks**

(a) The Developer must advance all funds and all costs necessary to construct and complete the Project, except as otherwise set forth in this Agreement.

(b) If the Developer acquires the Property from the Village, and if the Developer fails to commence or complete construction of the Project as required by this Agreement, the Village may issue the Developer a written demand to reconvey the Property back to the Village. The Developer must reconvey the Property back to the Village within 30 days of the Village's written demand with the same quality of conveyance and title as the Developer received the Property from the Village.

(c) If the Developer fails to comply with Section 2, in lieu of the other remedies available to the Village in this Agreement, the Village may elect to declare this Agreement null and void and of no further force or effect.



(d) The Developer hereby covenants and agrees to repay to the Village any and all sums waived and/or paid by the Village to the Developer pursuant to this Agreement in the event the Developer, or any approved successor, ceases to operate the Project at the Property, with all of the residential units thereon being vacant, at any time during the term of this Agreement; provided, that the obligation to repay will be reduced by 20% of the sums waived and/or paid by the Village on each annual anniversary of the Commencement Date.

(e) The Developer's obligations in Section 4 will survive, and be binding upon the Developer, regardless of the termination or expiration of this Agreement.

#### **Section 5. Term**

Unless earlier terminated pursuant to Sections 4(c) or 15, the term of this Agreement will commence on the Effective Date and end on December 31, 2031.

#### **Section 6. Verification of Real Estate Tax Payments and Project Costs**

(a) The Developer must pay all real estate taxes on the Property, and must submit to the Village certified copies of, and paid receipts for, all real estate tax bills payable in 2024, and for each subsequent year during the term of this Agreement.

(b) The Project is an "open book" project, meaning that the Developer and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the Eligible Redevelopment Project costs of the Project; provided, however, that all such access will be limited to normal business hours upon reasonable prior notice and may not occur more frequently than once per calendar quarter. The foregoing Village review rights will terminate one year

after the Commencement Date with respect to costs for the Project, unless the Developer has failed to make available any such books and/or records requested in writing by the Village. Developer will provide the Village with copies of any partnership agreements, limited liability company operating agreements, corporate by-laws or joint venture agreements pertaining to the Property to which the Developer is a party; provided that the Developer may, (if Developer has previously provided the Village not less than 30 days to review such confidential financial materials), remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance. The Village will keep all such books, records and agreements of the Developer and general contractor confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within 15 days after request by the Village is an Event of Default. Developer will exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors) designated by Developer must be experienced and reputable.

#### **Section 7. No Liability of Village to Others for Developer's Expenses**

Except as set forth herein, the Village will have no obligation to waive any cost relating to the development of the Property or to make any payment to any person, nor will the Village be obligated to pay any contractor, subcontractor, mechanic, or

materialman providing services or materials to the Developer for the development of the Property.

### **Section 8. Assignment**

(a) The Developer's rights and obligations in this Agreement may not be assigned by the Developer prior to the Commencement Date without the written consent of the Village, which the Village may grant or withhold in its sole discretion. After the Commencement Date, the Developer may freely assign its rights and obligations in this Agreement after giving the Village written notice no less than 5 days prior to the effective date of the assignment. Developer must cause any permitted assignee under this Section 8(a) to acknowledge in writing that it will be bound by all of the terms and conditions of this Agreement.

(b) Notwithstanding the provisions of Section 8(a), the Developer may assign its rights and obligations in this Agreement without the Village's prior written consent only to any entity owned or controlled by Developer or its principals, provided that not less 5 days before such assignment, Developer gives notice of such assignment to the Village accompanied by reasonable evidence that the assignee is owned or controlled by Developer or its principals. If this Agreement is assigned by Developer pursuant to this Section 8(b), then Developer will remain jointly and severally liable, along with the assignee, for the Developer's obligations under this Agreement. Developer must cause any permitted assignee under this Section 8(b) to acknowledge in writing that it will be bound by all of the terms and conditions of this Agreement. This Section 8(b) will survive the termination of this Agreement.

### **Section 9. Developer Indemnification**

The Developer must indemnify and hold harmless the Village, its elected officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly in connection with the Project, including, but not limited to, the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer must, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. Notwithstanding any of the foregoing, if any judgment is rendered against the Village, its agents, officers, officials or employees in any such action, the Developer will have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors.

#### **Section 10. Waiver**

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver will be deemed to exist unless the party waiving such right or remedy does so in writing. No waiver obligates such party to waive any right

or remedy hereunder, nor will it be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

### **Section 11. Severability**

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, will remain in effect.

### **Section 12. Notices**

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and will be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

#### **To the Developer:**

Billitteri Enterprises, LLC  
1055 Nimco, Unit E  
Crystal Lake, Illinois 60014  
Attn: Joseph Billitteri

With a copy to:

Melei Petsche Spencer  
454 West Virginia Street  
Crystal Lake, Illinois 60014  
Attn: Samuel S. Melei

**To the Village:**

Village of East Dundee  
Village Administrator  
120 Barrington Avenue  
East Dundee, Illinois 60118

With a copy to:

Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attention: Kelley A. Gandurski

**Section 13. No Joint Venture, Agency or Partnership Created**

Neither anything in this Agreement nor any acts of the parties to this Agreement may be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

**Section 14. No Discrimination and Prevailing Wage Act Compliance**

(a) The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Property provided for in this Agreement the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer must require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action include, but are not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the



Village, setting forth the provisions of this nondiscrimination clause. The Developer must comply with all applicable laws regarding rate of pay or other forms of compensation.

(b) Prevailing Wage Act.

(1) The Developer, its contractors and subcontractors are responsible to determine if any part of the Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (“**Act**”) (820 ILCS 130/0.01 et seq.) requiring it to pay workers performing services on this Project no less than the “prevailing rate of wages” in the county where the work is performed. All public improvements constructed as part of the Project are subject to the prevailing rate of wages under the Act. For information regarding the applicability of the Act contact your attorney or the Illinois Department of Labor (“**IDOL**”). The IDOL makes the final determination of whether this Project is subject to the Act.

(2) The Developer agrees to indemnify and hold harmless the Village, its agents, officers and employees as provided for in this Agreement for any violation by the Developer or its contractors and subcontractors’ failure to comply with any provision of the Act, if applicable.

**Section 15. Remedies – Liability**

(a) If, in the Village’s judgment, the Developer is in material default of this Agreement for any phase of the Project, the Village must provide the Developer with a written statement indicating any failure on the Developer’s part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice so that the Developer will have the opportunity to

cure any claimed material default within such 30 day period. If such default cannot be cured within such 30 day period, such 30 day period will be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default will not be deemed to constitute a breach of this Agreement. A default not cured as provided above will constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach will not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph (a) above have expired, the Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act is filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal is instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of any of the Developer's property, and the same is not dismissed or stayed within 60 days, the Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village,

to terminate this Agreement. To effect the Village's termination of this Agreement under this Section, the Village's sole obligation will be to record, in the Office of the Kane County Recorder, a "Certificate of Default," executed by the President of the Village or such other person as be designated by the Village, stating that this Agreement is terminated pursuant to the provisions of this Section, in which event this Agreement, by virtue of the recording of such certificate, will automatically terminate and be of no further force and effect.

(c) If, in the Developer's judgment, the Village is in material default of this Agreement, the Developer must provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the Village in connection with such failure until 30 days after giving such notice so that the Village will have the opportunity to cure any claimed material default within such 30 day period. If such default cannot be cured within such 30 day period, such 30 day period will be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default will not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach will not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided,

however, no recourse under or upon any obligation contained herein or for any claim based thereon may be had against the Village, its officers, agents, attorneys, representatives, or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity may be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event either party institutes legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party will be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. Each party hereby waives any right to consequential, exemplary, or punitive damages.

(e) The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies does not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party. This Agreement will be interpreted and enforced in accordance with the laws of the State of Illinois. Any legal proceedings must be commenced in the 16th Judicial Circuit Court of the State of Illinois, in Kane County.

#### **Section 16. No Warranty**

The Village makes no warranties or representations regarding, nor does it indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Property of any toxic or hazardous substances or wastes, pollutants or contaminants

(including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the “**Hazardous Substances**”). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. §6901, et seq., or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other

federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled.

#### **Section 17. Time; Force Majeure**

Time is of the essence of this Agreement, provided, however, a party will not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("**Force Majeure**"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made will investigate and consult with the party making such claim and the party to whom such claim is made will grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period commences from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

#### **Section 18. Amendment**



This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

#### **Section 19. Recording and Successors and Assigns.**

This Agreement will be recorded on title to the Property at the Developer's expense. This Agreement will run with title to the Property and is binding upon subsequent owners of the Property, or any portion thereof. The Developer's obligations in this Agreement will be binding upon the Developer's successors and assigns.

#### **Section 20. Counterparts**

This Agreement may be executed in two counterparts, each of which is deemed an original but all of which together constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

**VILLAGE:**

Village of East Dundee, an Illinois municipal corporation

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Village Clerk

**DEVELOPER:**

Billitteri Enterprises, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Its: Manager

Attest:

\_\_\_\_\_

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE TIF DISTRICT**

(attached)

**EXHIBIT A-2**

**DEPICTION OF THE TIF DISTRICT**

(attached)

**EXHIBIT B-1**

**LEGAL DESCRIPTION OF THE PROPERTY**

[LEGAL DESCRIPTION]

P.I.N.: 03-23-312-005, 03-23-312-007, and 03-23-312-009

Common address: 406 - 408 Barrington Avenue, East Dundee, Illinois 60118.

2004K141992

WARRANTY DEED

SANDY WEGMAN  
RECORDER  
KANE COUNTY, IL

MAIL TO:

John E. Regan  
2400 Big Timber Road  
Elgin, Illinois 60123

RECORDED ON  
11/01/2004 10:04AM

REC FEE: 25.00  
PAGES: 4

NAME & ADDRESS OF TAXPAYER:

Village of East Dundee, Illinois  
406 Barrington Ave.  
East Dundee, Illinois 60118

GRANTOR(S), Dean Cashmore and Amy Cashmore, husband and wife, of East Dundee in the County of Kane, in the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to the GRANTEE(S), Village of East Dundee, an Illinois municipal corporation, of 120 Barrington Ave., East Dundee in the County of Kane, in the State of Illinois, the following described real estate:

EDWARD  
Lots 6, 7, 8, 9 10 and 11, except the Westerly 105 feet thereof, in Block 14 of Edward's Addition to Dundee; also that part of the Southwest Quarter of Section 23, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of Block 14 of Edward's Addition aforesaid; thence North 79 degrees East along the Southerly line of Main Street, 49 links to the North West corner of the premises conveyed to Charles Kaufelt by Deed dated November 25, 1876 and recorded December 11, 1876 in Book 158, page 163; thence South 1/2 degree East along the Westerly line along the Westerly line of said premises 1.47 chains; thence South 11 degrees West along said Westerly line 90 links; thence South 79 degrees West to the South East corner of Lot 6 in Block 14 of Edward's Addition aforesaid; thence Northerly along the Easterly line of said Block to the point of beginning; all in the Village of East Dundee, Kane County, Illinois

Permanent Index No:

03-23-312-005 03-23-312-007

Property Address:

406 Barrington Ave.  
East Dundee, Illinois 60118

SUBJECT TO: (1) General real estate taxes for the year 2003 and subsequent years. (2) Covenants, conditions and restrictions of record. Grantor(s) hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 16<sup>TH</sup> day of SEPTEMBER, 20 04.

*Dean Cashmore*  
Dean Cashmore

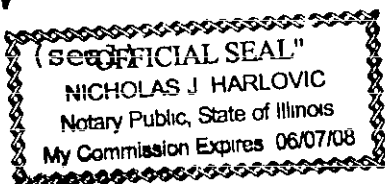
*Amy Cashmore*  
Amy Cashmore

6108024 NHT 25

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Dean Cashmore and Amy Cashmore, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this 16<sup>TH</sup> day of  
SEPTEMBER, 2004.




Nicholas J. Harlovic Notary Public  
My commission expires 6-7-08

COUNTY - ILLINOIS TRANSFER STAMPS  
Exempt Under Provision of  
Paragraph \_\_\_\_\_ Section 4,  
Real Estate Transfer Act  
Date: \_\_\_\_\_

Prepared By:  
Nicholas J. Harlovic  
116 West Main Street  
West Dundee, Illinois 60118

Signature: \_\_\_\_\_

STATE & COUNTY TAX	STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
	 NOV.-1.04	00195.00
	KANE COUNTY	FP351013





Sandy Wegman  
Kane County Recorder  
719 S. Batavia Ave., Bldg. C  
Geneva, IL 60134  
(630) 232-5935  
Fax 232-5945

### PLAT ACT AFFIDAVIT - METES AND BOUNDS DESCRIPTION

State of Illinois )  
                          ) ss  
County of Kane )

DEAN CASHMIRE  
406 BARRINGTON AVE. EAST DUNDEN, IL 60118 being duly sworn on oath, states that he resides at

And further states that: (please check the appropriate box)

A. ☒ That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or

B. ☐ That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale is of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Kane County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 16<sup>TH</sup> DAY OF SEP 2004

Nicholas J. Harlovic  
Signature of Notary Public

OFFICIAL SEAL  
NICHOLAS J. HARLOVIC  
Notary Public, State of Illinois  
My Commission Expires 06/07/08

Dean Cashmire  
Signature of Affiant

Legal Description:

Lots 6, 7, 8, 9 10 and 11, except the Westerly 105 feet thereof, in Block 14 of Edward's Addition to Dundee; also that part of the Southwest Quarter of Section 23, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of Block 14 of Edward's Addition aforesaid; thence North 79 degrees East along the Southerly line of Main Street, 49 links to the North West corner of the premises conveyed to Charles Kaufelt by Deed dated November 25, 1876 and recorded December 11, 1876 in Book 158, page 163; thence South 1/2 degree East along the Westerly line along the Westerly line of said premises 1.47 chains; thence South 11 degrees West along said Westerly line 90 links; thence South 79 degrees West to the South East corner of Lot 6 in Block 14 of Edward's Addition aforesaid; thence Northerly along the Easterly line of said Block to the point of beginning; all in the Village of East Dundee, Kane County, Illinois

Unofficial

**EXHIBIT B-2**

**DEPICTION OF THE PROPERTY**

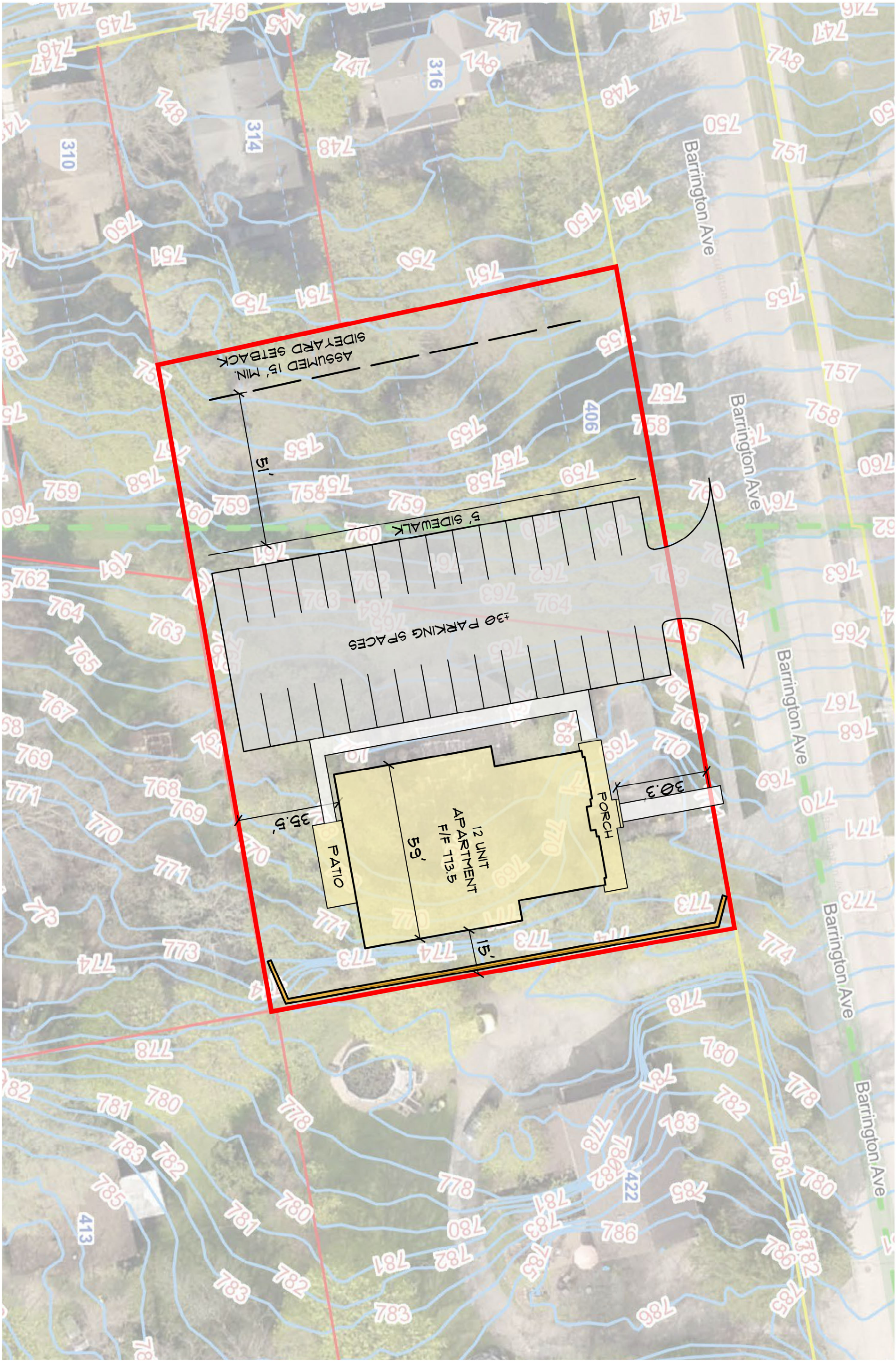
(attached)

**EXHIBIT C-1**

**SITE PLAN OF THE PROJECT**

(attached)







**EXHIBIT C-2**

**DESCRIPTION OF THE PROJECT**

(attached)



02.09.24

We are proposing (2) two story buildings, one with 12 apartments and one with 8 apartments for a total of 20 units to be located on the site located at 406 / 408 Ave., East Dundee.

The concept we are using for the exterior elevations is a Victorian style. Our thoughts are this style of building would fit in well with the downtown area of the Village. The apartments will be Studio and 1-bedroom units. With quartz countertops and stainless-steel appliances, the apartments will have a high-end finish. Parking will be onsite, with approximately 28 parking spaces, (1.4 spaces per unit), which will be ample considering that these are all studio and 1-bedroom units.

The centrally located parking will be heavily landscaped at the entryway to screen the view from Barrington Ave.

Thank you for your consideration.

United Construction Services  
John Curtis



**EXHIBIT D**

**DEVELOPER'S PROJECT SUBMITTALS**

(attached)







**EXHIBIT E**

**PURCHASE AND SALE AGREEMENT**

(attached)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (as defined in Section 24 below), by and between the VILLAGE OF EAST DUNDEE, an Illinois home rule municipality (the “**Seller**”), and BILLITTERI ENTERPRISES, LLC, an Illinois limited liability company (hereinafter called “**Buyer**”).

### WITNESSETH:

FOR AND IN CONSIDERATION of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase that certain real property commonly known as 406-408 Barrington Avenue, East Dundee, Kane County, Illinois, containing approximately \_\_\_\_\_ acres and being more particularly described on Exhibit A attached hereto and made a part hereof, together with any and all improvements located thereon (said real property, together with all improvements, being hereinafter collectively referred to as the “**Property**”).

2. Purchase Price, Method of Payment. The purchase price for the Property (hereinafter called the “**Purchase Price**”) is \$10.00. The Purchase Price will be paid by Buyer to Seller on the Closing Date (as hereinafter defined) subject to the prorations and adjustments hereinafter described, by wire transfer or other immediately available funds reasonably acceptable to Seller.

3. Earnest Money. There is no earnest money deposit.

4. Title Examination and Objections.

(a) Seller will convey good and insurable fee simple title to the Property to Buyer, subject only to (i) the lien of taxes not yet due and payable, (ii) all matters that would be revealed by a current and accurate survey and inspection of the Property and waived or not timely objected to by Buyer pursuant to this Section 4, (iii) all matters of record waived or not timely objected to by Buyer pursuant to this Section 4, and (iv) any other matters of title to which Buyer expressly consents in writing (each hereinafter called a “**Permitted Exception**” and collectively, the “**Permitted Exceptions**”).

(b) Buyer will have 30 days following the Effective Date in which to engage Chicago Title Insurance Company (“**Title Company**”) to examine the title to the Property and in which to give Seller written notice of any objections that render Seller's title less than good and insurable fee simple title. If Buyer fails to give Seller notice of objections within the 30-day period, Buyer will be deemed to have waived the right to object to any title exceptions or defects.

(c) Seller will have 10 business days from the date of receipt of notice of Buyer's objections in which to review the objections, and to give Buyer written notice whether Seller will attempt to cure any valid objections specified in Buyer's notice. If Seller fails to deliver notice within the 10 business-day period, or if Seller notifies Buyer that Seller does not intend to attempt to cure any or all of Buyer's objections, then Buyer will have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller within five business days thereafter (but in no event later than the expiration of the Inspection Period), in which event all rights and obligations of the parties hereunder will expire (except for those which expressly survive termination) and this Agreement will become null and void. If Buyer fails to terminate this Agreement within the time limit specified above, Buyer will be deemed to have waived any objection specified in

Buyer's notice of title objections as to which Seller has given Buyer notice, and the objection will thereafter constitute a Permitted Exception under this Agreement.

(d) Buyer may re-examine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the date of Buyer's initial examination, but Buyer's failure to specify in its initial notice of objections any objection appearing of record as of the date of the initial examination will be deemed to be and will constitute a waiver of the objection, and the objection will constitute a Permitted Exception under this Agreement.

(e) Seller will have until the Closing Date to satisfy all valid objections other than those waived by Buyer pursuant to subsections (a), (b) and (d) above and, if Seller fails to satisfy any valid objections which it has expressly agreed to satisfy, then, at the option of Buyer, Buyer may (i) terminate this Agreement, in which event all rights and obligations of the parties hereunder will expire (except for those which expressly survive termination) and this Agreement will become null and void or (ii) waive satisfaction and performance and elect to close, and all objections so waived will thereafter constitute Permitted Exceptions.

5. Survey. Buyer will have 30 days following the Effective Date to cause a survey of the Property to be made by a surveyor registered and licensed in Illinois (hereinafter called the "**Survey**"). Upon receipt, Buyer will deliver the Survey to Seller. The Survey will be certified to Seller, Buyer and Title Company. Any matters shown on the Survey and objected to by Buyer on or before the 30-day period will be additional title objections, as to which the rights and obligations of Buyer and Seller will be the same as provided in Section 4 above. Within 10 days after receipt of the Survey, Seller will notify Buyer in writing if the Survey is not acceptable to Seller. If no notice is given, the Survey will be deemed approved by Seller. In the event that Seller disapproves the Survey, Buyer and Seller will use good faith efforts to mutually agree upon the configuration and size of the Property and any other matters objected to by Seller. If the legal description of the Property based on the Survey differs from Exhibit A hereto, Seller will convey the Property to Buyer pursuant to the new survey legal description of the Property, if different from Exhibit A hereto, by quitclaim deed, but if, and only if, the new description of the Property is reasonably acceptable to Seller. Seller will be under no obligation to deliver the quitclaim deed if this condition is not satisfied.

6. Inspection by Buyer.

(a) Subject to any rights or restrictions under any Permitted Exception, Buyer will have until 5:00 Central Time on the day prior to the Closing Date (hereinafter called the "**Inspection Period**") for Buyer and Buyer's agents and designees to enter upon the Property at reasonable times for the purposes of inspecting the Property, and making any surveys, soil tests, engineering studies and other investigations and inspections as Buyer may reasonably desire to assess the condition of the Property; provided, however, that (i) Buyer will not conduct any environmental investigation of the Property beyond a Phase I environmental site assessment (i.e., no sampling or drilling) without first obtaining Seller's prior written consent, and (ii) Buyer will conduct the activities in a manner that will not harm or damage the Property and agrees to restore the Property to its condition prior to any activities immediately after conducting the same. Buyer will indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses of Seller) suffered, incurred or sustained by Seller as a result of, by reason of or in connection with the entry by Buyer or Buyer's agents and designees onto the Property or the activities of the parties on the Property, which indemnity will survive the Closing (as hereafter defined) or any earlier termination of this Agreement. Upon request of Seller, Buyer will provide Seller with certificates of insurance, or other evidence of insurance coverage reasonably acceptable to Seller, from Buyer or any of its consultants entering the Property pursuant to this Section 6(a).

(b) If for any reason whatsoever Buyer determines that the Property is not satisfactory, then Buyer may terminate this Agreement by delivering written notice of termination to Seller on or before the expiration of the Inspection Period. If Buyer fails to give the notice of termination as aforesaid, Buyer will be deemed to have waived its rights under this Section, and this Agreement will remain in full force and effect. In the event Buyer delivers the notice of termination on or before the expiration of the Inspection Period, neither party hereunder will have any further rights, liabilities, or obligations, hereunder, except for those matters contained herein which expressly survive termination.

(c) Within five business days following the Effective Date, Seller will deliver to Buyer copies of the following items relative to the Property (to the extent the items are in Seller's possession): environmental audit or engineering reports; soil compaction and composition reports; documentation of existence of any delineated wetlands or lack thereof; title insurance policies; and existing boundary and topography surveys (collectively, the “**Seller Information**”). Buyer acknowledges that Seller does not make any representation or warranty of whatever nature regarding the truth, accuracy, validity, completeness, usefulness, suitability or any other aspect of the Seller Information, and Seller expressly disclaims any representation and warranty. Buyer relies on any Seller Information at Buyer's sole risk. Buyer agrees that it will not permit the further dissemination of the Seller Information, and in the event this Agreement is terminated prior to Closing, Buyer will return all Seller Information promptly to Seller. The provisions of this subsection (c) will survive Closing or any earlier termination of this Agreement.

7. Conditions Precedent to Closing. Seller's obligation to proceed to Closing under this Agreement is subject to the following conditions precedent:

(a) Seller receiving approval of the Village President and Board of Trustees of Seller to enter into this Agreement and complete this transaction; and

(b) Buyer is in compliance with all of Buyer's obligations under this Agreement and that certain Development Agreement dated \_\_\_\_\_ entered into by Buyer and Seller in connection with the development of the Property.

In the event these conditions are not satisfied on or prior to the Closing Date, Seller will have no obligation to proceed to Closing and, if Seller delivers written notice to Buyer that the foregoing condition has not been satisfied, this Agreement will cease and terminate and neither party shall have any further obligation hereunder except those which expressly survive the termination of this Agreement.

8. Closing. The closing of the purchase and sale of the Property (the “**Closing**”) will occur through a deed and money escrow at an office of Title Company or other location agreed upon by the parties, on a date (the “**Closing Date**”) selected by Buyer and reasonably acceptable to Seller; provided, however, in no event will Closing occur later than **June 1, 2024**. On the Closing Date, the purchase and sale will take place as follows, subject to all the terms and conditions of this Agreement:

(a) Seller will execute and deliver the following documents with respect to the Property:

(i) A Special Warranty Deed, subject only to the Permitted Exceptions;

(ii) Affidavit of Title;

(iii) Bill of Sale;

(iv) An ALTA affidavit in a form satisfactory to enable Title Company to delete the standard preprinted exceptions from Buyer's title insurance policy;

(v) A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;

(vi) A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

(vii) Ordinance, resolution or other documentation evidencing Seller's authority to convey the Property; and

(viii) Any other documents reasonably requested by Seller, Buyer or Title Company to consummate the contemplated Purchase and Sale, including without limitation a GAP Undertaking.

(b) Buyer will pay the Purchase Price to Seller, in accordance with Section 2 of this Agreement and deliver to Closing counterparts of the closing statement, together with any other documents reasonably requested by Seller, Buyer or Title Company to consummate the contemplated purchase and sale, including without limitation an ALTA affidavit and GAP Undertaking.

(c) Since the Property is currently tax exempt due to its ownership and use by the Seller and there is no tax amount upon which to base a credit to the Buyer, Seller and Buyer agree that Seller will attempt to maintain the tax exempt status of the Property for the time the Seller owns the Property and in the event it is unable to maintain its tax exempt status then the amount of the current general taxes not ascertainable at Closing but applicable to the Property for the time when owned by Seller, shall be handled as follows: Seller and Buyer will prorate the 2023 and 2024 real estate taxes assessed or imposed upon the Property on the basis of the actual 2023 and 2024 year tax bill. Seller will pay its share of taxes for the time during its ownership of the Property and Buyer will pay its share of taxes for the time of its ownership of the Property beginning on the Closing Date.

If there is not a tax bill because the Property was tax exempt either because of its status under Seller's ownership or under any new status received by the Buyer then the parties will not owe the other party anything. Seller will only owe Buyer for taxes that are actually assessed against the Property for the time period that Seller actually owned the Property. Buyer agrees that Buyer will promptly pay any taxes assessed against the Property from and after the Closing Date.

(d) Each party will be responsible for the payment of its respective legal fees, if any, incurred in connection with the closing of the transaction contemplated herein. Seller will pay the premium for owner's title insurance coverage (excluding all endorsements) and one-half (1/2) of any escrow fees. All other costs and expenses of the transaction contemplated hereby, including, without limitation, the remaining one-half (1/2) of any escrow fees, all recording fees, all title endorsements, the premium for any lender's policy of title insurance, and the cost of the Survey will be borne by Buyer. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property will be prorated as of the Closing Date. It is expected that this transaction will be exempt from any stamp tax imposed by state law, county or local ordinance because it is a transfer by a governmental body. Seller will take the necessary steps to furnish and file completed Real Estate Transfer Declarations (MyDec) for State; County and local governments, signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois or appropriate ordinance and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local or county ordinance with regard to a transfer or transaction tax.

(e) Seller will surrender possession of the Property to Buyer on the Closing Date.



9. Disclaimer of Warranties. Buyer and Seller acknowledge that Buyer will inspect the Property pursuant to the terms hereof, and will acquire the Property "AS IS, WHERE IS" without any obligation of Seller to perform any repairs, improvements, maintenance or other work to the Property or any part thereof, and without any warranties, express or implied, of any kind from Seller, including but not limited to, warranties of fitness, merchantability, fitness for a particular purpose, habitability, tenantability or environmental condition. Seller expressly disclaims any representations and warranties with respect to the Property including any representations by any brokers or salesmen. Further, in the event Buyer purchases the Property, Buyer hereby waives any claim it may have against Seller as to matters related to the Property or Seller of which Buyer has knowledge at the Closing. This provision will expressly survive the Closing.

10. Condemnation. In the event of a taking of all or any material part of the Property by eminent domain proceedings prior to the Closing Date, Buyer may, at its option, terminate this Agreement by giving written notice to Seller within ten (10) days after Seller gives Buyer written notice of the taking or by the Closing Date, whichever is earlier, in which event all rights and obligations of the parties hereunder will expire (except for those which expressly survive termination), and this Agreement will become null and void. If Buyer does not elect to terminate this Agreement pursuant to this Section 11, this Agreement will remain in full force and effect and the Purchase Price will not be reduced, but at Closing, Seller will assign to Buyer all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

11. Buyer's Representation and Warranty. Buyer does hereby represent and warrant to Seller as of the date of this Agreement and the Closing Date that it is a validly formed limited liability company under the laws of Illinois; that it is in good standing in the state of its organization and qualified to do business in Illinois; that it is not subject to any involuntary proceeding for the dissolution or liquidation thereof; that it has all requisite authorization to enter into this Agreement with Seller and to consummate the transaction contemplated hereby; and that the parties executing this Agreement on behalf of Buyer are duly authorized to do so.

12. Remedies.

(a) Except as otherwise expressly set forth herein, in the event of a default by Buyer under this Agreement, the Agreement will terminate and the parties will have no further rights or obligations hereunder except for those which expressly survive termination.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions that constitute a breach or default by Seller hereunder, Buyer's sole and exclusive remedies hereunder will be as follows: (i) Buyer may terminate this Agreement, in which event all rights and obligations of the parties under this Agreement will expire (except for those which expressly survive termination) and this Agreement will become null and void; or (ii) Buyer may sue Seller for specific performance of this Agreement. Buyer will have no right to seek or recover any damages from Seller in the event of a default by Seller under the terms of this Agreement.

13. Parties/Assignment. This Agreement will be binding upon and enforceable against, and will inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and permitted assigns. Seller may assign this Agreement, in whole or in part, to any partnership or any other entity controlled by or under common control with Seller, without the prior written approval of Buyer. Buyer will not, without the prior written consent of Seller, assign any of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity; provided, however, Buyer may assign this Agreement in whole or in part to any subsidiary or other corporation affiliated with Buyer qualified to do business in Illinois, without the prior written approval of Seller. Any permitted assignee will assume all of the duties, obligations and liabilities of assignor under this Agreement. In the event of any permitted

assignment, assignor will not be relieved of its duties and obligations hereunder. The assignor and the assignee will be jointly and severally liable.

14. Notice. Any notices, requests, demands, tenders and communications hereunder will be in writing and may be served (i) by hand delivery (ii) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with receipt requested, (iii) by recognized overnight, third party prepaid courier service (similar to Federal Express) (iv) by electronic transmission (e-mail). Any notice or other communication mailed as aforesaid will be deemed effectively given (x) on the date of delivery if personally delivered or sent by electronic transmission, (y) on the date delivered if sent by courier service, or (z) on the date indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

If to Buyer: Billitteri Enterprises, LLC  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

With a Copy to: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: ( ) \_\_\_\_ - \_\_\_\_  
Telecopy: ( ) \_\_\_\_ - \_\_\_\_

If to Seller: Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118  
Attn: Erika Storlie, Village Administrator  
Email: [estorlie@eastdundee.net](mailto:estorlie@eastdundee.net)

With a copy to: Elrod Friedman LLP  
325 N. LaSalle St. Suite 450  
Chicago, Illinois 60654  
Attn: Kelley A. Gandurski  
Email: [Kelley.Gandurski@ElrodFriedman.com](mailto:Kelley.Gandurski@ElrodFriedman.com)

15. Brokers and Commission. All negotiations relative to this Agreement and the transaction contemplated hereby have been conducted by and between Seller and Buyer without the intervention of any person as agent or broker. Seller and Buyer each warrant and represent to the other that there will be no broker's fees or commissions payable as a consequence of this transaction. Seller and Buyer will and do each hereby indemnify and hold the other harmless from and against the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of any dealings, negotiations or communications with the indemnifying party in connection with this Agreement or the sale of the Property. [***modify Section 15 if broker involved in transaction***]

16. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and

contains the sole and entire understanding between Seller and Buyer with respect to the transaction contemplated hereby. This Agreement will not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Buyer.

17. Waiver. Neither the failure of either party to exercise any power given the party hereunder or to insist upon strict compliance by the other party with its obligation hereunder, nor any custom or practice of the parties at variance with the terms hereof will constitute a waiver of either party's right to demand exact compliance with the terms hereof.

18. Applicable Law. This Agreement is governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois.

19. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all counterparts together will constitute one and the same instrument. Electronic counterparts of this Agreement as executed by the parties will be deemed and treated as executed originals for all purposes. No enforceable agreement will exist between the parties unless and until this Agreement or separate counterparts hereof are signed and delivered by each of the parties hereto.

20. Time. Time is and will be of the essence of this Agreement.

21. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

22. Deadlines. In the event any deadline arising under this Agreement falls on a Saturday, Sunday, or legal holiday, the deadline will be automatically deemed to fall on the first business day immediately following the Saturday, Sunday, or legal holiday.

23. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and will for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of the parties. If any term or provision of this Agreement or the application thereof to any person or circumstance will for any reason and to any extent be held to be invalid or unenforceable, then the term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to the term or provision.

24. Effective Date. The Effective Date will be the date that this Agreement is executed by Seller or Buyer, whichever is later.

25. Like-Kind Exchange. Each party will have the right to consummate the transaction as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Each party will make all reasonable efforts to cooperate with the other party to facilitate the exchange; provided, however, that the Closing Date hereunder will not be delayed. To further facilitate the exchange, Buyer will have the right to assign all of its right, title and interest in and to the proceeds from the consummation of the contemplated purchase and sale to a qualified intermediary.

26. Right to Repurchase. If Buyer does not begin construction of a building (i.e. if Buyer does not commence the pouring of footings for the construction of a building on the Property) on or before the date which is 30 days after the Closing Date, Seller will have the right to repurchase the Property at any time thereafter by giving Buyer (or successor owner) written notice of its election to repurchase (the "**Repurchase Notice**"), at a repurchase price equal to the price paid by Buyer to Seller when the Property

was purchased by Buyer from Seller, *less* the amount of any brokerage commissions paid by Seller with respect thereto. On the date which is 30 days from and after the date of Repurchase Notice (the “**Repurchase Date**”), Seller will pay to Buyer (or successor owner) the repurchase price in cash, and Buyer (or successor owner) will reconvey the Property to Seller by delivery of a Special Warranty Deed duly executed and acknowledged by Buyer (or successor owner) in recordable form, conveying good and insurable fee simple title to the Property to Seller, containing no exceptions to title other than the exceptions contained in the Special Warranty Deed to Buyer, at Buyer's (or successor owner's) expense. In addition, Buyer will, at Buyer's expense, provide Seller an ALTA Form B owner's title insurance policy in the amount of the repurchase price insuring fee simple, indefeasible title to the Property, subject to only those matters set forth in the Special Warranty Deed to Buyer. Ad valorem taxes and general assessments against the Property for the calendar year in which the repurchase occurs will be prorated on and as of the Repurchase Date. Seller and Buyer covenant and agree to execute and deliver to each other any additional documents as may be reasonably necessary to consummate the reconveyance of the Property to Seller. The right to repurchase the Property will be binding upon Buyer and its successors and assigns, and will be considered a covenant running with the Property, as set forth in the Special Warranty Deed. In the event Buyer fails to reconvey the Property to Seller as provided herein, Seller will have the right to any and all remedies at law or equity, including the right to specifically enforce the conveyance of the Property to Seller and will be entitled to recover reasonable attorney's fees and court costs incurred in connection with enforcement of its rights. Notwithstanding the foregoing, this repurchase right will automatically terminate without further action on the part of any party thereto on the date that is two years following the Closing Date.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Agreement to be executed and sealed by its duly authorized representatives, all as of the day and year first above written.

**BUYER:**

**BILLITTERI ENTERPRISES, LLC,**  
an Illinois limited liability company

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

**VILLAGE OF EAST DUNDEE,**  
an Illinois municipal corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jeffrey Lyman

Title: Village President

**ATTEST:**

By: \_\_\_\_\_

Name: Katherine Diehl

Title: Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

[INSERT LEGAL DESCRIPTION]

P.I.N.: 03-23-312-005, 03-23-312-007, and 03-23-312-009

Common address: 406 - 408 Barrington Avenue, East Dundee, Illinois 60118



**PUBLIC NOTICE**

**PURSUANT TO 65 ILCS 5/11-74.4-4(c)**

The President and Board of Trustees of the Village of East Dundee, at a meeting on February 19, 2024 at 6:00 p.m., at the East Dundee Police Station, second floor meeting room, 115 E. 3rd Street, East Dundee, Illinois 60118, will consider adopting an Ordinance authorizing the Village President and Village Clerk to execute a Development Agreement which will involve the conveyance of the below-described Village-owned property:

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(Said grantor, Lena Kohfeldt Carls was formerly Lena Kohfeldt Wascher, Grantor's father derived Title to above lands by Warranty deed, dated Nov. 25th, 1876, from Joachim Wollenberg and wife, recorded in Recorder's Office of Kane County, ILL. Dec. 11th, 1876, in Book 168 on Page 163, grantor's Mother, the wife of said Charles Kohfeldt died over five years ago. Through a mistake of the one Who drew the aforementioned deed from Wollenberg to said Kohfeldt, said lands were erroneously described as being in Section 22 when in fact they were in Section 23.) situated in the Village of East Dundee.

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**VILLAGE OF EAST DUNDEE**

Katherine Diehl, Village Clerk

Published in Daily Herald January 30, 2024 (4611153)

## CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Fox Valley  
**Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin, Kane County, State of Illinois, and has been in general circulation daily throughout Kane County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Fox Valley DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 01/30/2024

in said **Fox Valley DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Designee of the Publisher of the Daily Herald

Control # 4611153



**PUBLIC NOTICE**

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**VILLAGE OF EAST DUNDEE**

Katherine Diehl, Village Clerk

Published in Daily Herald January 30, 2024 (4611153)

## CERTIFICATE OF PUBLICATION

**Paddock Publications, Inc.**

**Northwest Suburbs**

# Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published on 1/30/2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Designee of the Publisher of the Daily Herald

Control # 4611153









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VILLAGE OF EAST DUNDEE  
Katherine Diehl, Village Clerk

## Memorandum



**To:** Village Board of Trustees  
**From:** Jeff Lynam, Village President  
**Subject:** Appointments to the Arts Council  
**Date:** February 19, 2024

---

### **Action Requested:**

The Village President requests Village Board Advice and Consent to Appointments to the Arts Council.

### **Summary:**

Village President Lynam submits for advice and consent the following regular appointments:

Arts Council:

Name	Term Expiration
Liz Konn	February 19, 2027
Jordan Johnson	February 19, 2027

### **Background:**

This item was postponed at the January 22, 2024, Village Board meeting to the February 19, 2024 meeting.



## Memorandum

**To:** Village President and Board of Trustees

**From:** Brandiss J. West, Finance & Administrative Services Director  
Franco Bottalico, Assistant to the Village Administrator

**Subject:** BDD Façade Grant Program

**Date:** February 19, 2024

---



### **Action Requested:**

Discussion and consideration of potential revisions to the Village's Façade Grant Program.

### **Summary:**

Commercial property owners and businesses within the Village's Dundee Crossings BDD are afforded the opportunity to submit a completed application for a competitive grant process which provides financial assistance for improvements made to the exterior of their property. Below, please find the program purpose and goals established for the façade grant. Also attached is the grant application which includes additional details regarding eligibility, the application process, the reimbursement process, and the Dundee Crossing BDD map.

### ***Program Purpose***

The purpose of the Dundee Crossings Commercial Façade Improvement Program (DCCFIP) is to encourage property owners to improve the overall exterior appearance of their businesses and assist in transforming the Village into one of well cared for and vibrant neighborhoods. DCCFIP seeks to accomplish the following:

- To improve the overall viability and property values of commercial properties to strengthen the economy, EAV, and quality of life in the Village.
- To remove and alleviate adverse conditions by encouraging private investment in the rehabilitation and maintenance of owner-occupied properties.

### ***Program Goals (Must meet two of these goals to qualify)***

DCCFIP seeks to ensure that all eligible commercial property owners and businesses have an equal opportunity to access support while also allowing for public funds to be invested for the public good. The program goals are as follows:

1. Attract, retain, or expand businesses.
2. Attract or retain jobs.
3. Enhance the façade along the Dundee Crossings Corridor.
4. Increase the Village's tax base by facilitating development of underutilized properties.

5. Support Village planning initiatives by advancing catalytic projects identified in Village plans.
6. Provide for the development of public amenities or infrastructure.
7. Encourage development projects that enhance the streetscape and pedestrian experience and improve the vitality of commercial districts by adding interest and activity on the first floor of mixed-use buildings and parking facilities.

## **Proposed Changes**

### *Program eligibility*

As discussed in the Village Board meeting held on January 22, 2024, the Board requested consideration of the Americans with Disabilities Act (ADA) and code compliance as eligible expenses under the program. After reviewing best practices of other municipal façade programs, staff recommends adding the following as eligible improvements for the program:

- Exterior improvements for ADA compliance (excluding sidewalks)
- Exterior structural reinforcements to meet code compliance
- Other improvements that are visible from a public right-of-way and have a positive impact on the appearance of the building.

It is important to note, the current application does include “other improvements not specifically listed as eligible or ineligible and approved by the Village Board”. This statement provides the Village Board with additional lateral decision-making ability regarding other projects to approve.

### *Program application process*

Remove application deadlines to keep program open so that applications can be considered on a rolling basis within the eligible fiscal year for approval.

### **Attachments:**

Current Façade Grant Application



# **Village of East Dundee**

## **Dundee Crossings Business Development District Commercial Façade Improvement Program *Policy and Application***

**Submit Applications to:**

Brandiss J. Martin

Finance & Administrative Services Director

Village of East Dundee

120 Barrington Avenue

### **Program Purpose**

The purpose of the Dundee Crossings Commercial Façade Improvement Program (DCCFIP) is to encourage property owners within the DCCFIP Business Development District to improve the overall exterior appearance of their businesses, and to transform neighborhoods into well-cared for and vibrant properties.

DCCFIP seeks to accomplish the following:

- To improve the overall viability and property values of commercial properties to strengthen the economy, EAV, and quality of life in the Village.
- To remove and alleviate adverse conditions by encouraging private investment in the rehabilitation and maintenance of owner-occupied properties.

### **Program Details**

The Village of East Dundee will allocate funds on an annual basis, as budgeted. Please note all proposed property improvements are subject to strict review by Village staff and approval by the Village Board. Grant funding is subject to the following conditions:

- Grant funding shall be administered in the form of reimbursement following the completion of an approved project.
- The grant shall not exceed 50% of all eligible activities or \$25,000, whichever is less.
- The applicant does not have to select the lowest bidder; however, the reimbursement amount will be based upon the lowest of the 3 bids received.
- Properties within the Historic District must apply for, and receive, a Certificate of Appropriateness through the Planning & Zoning and Historic Commission prior to applying to the DCCFIP.
- Upon approval by the Village Board, applicants must secure a building permit within 60 days and adhere to all permit and inspection requirements.
- Work must be completed by **December 30, 2023** of the year following approval to receive reimbursement unless an extension is requested and approved by the Village Administrator.

*Please see the application for complete program details.*

### **Program Goals (Must meet two of these goals to qualify)**

DCCFIP seeks to ensure that all eligible commercial property owners and businesses have an equal opportunity to access support while also allowing for public funds to be invested for the public good. The program goals are as follows:

- Attract, retain, or expand businesses.
- Attract or retain jobs.
- Enhance the façade along the Dundee Crossings Corridor.
- Increase the Village's tax base by facilitating development of underutilized properties.
- Support Village planning initiatives by advancing catalytic projects identified in Village plans.
- Provide for the development of public amenities or infrastructure.

- Encourage development projects that enhance the streetscape and pedestrian experience and improve the vitality of commercial districts by adding interest and activity on the first floor of mixed-use buildings and parking facilities.

### **Program Eligibility**

All commercial property owners and business owners of properties within the Dundee Crossing Business District are eligible to apply for the DCCFIP. However, the following property owners are not eligible:

- Property/business owners of properties or structures which are nonconforming uses according to the Village's zoning code.
- Property/business owners in default of any municipal fees or taxes or property taxes.
- Property/business owners with outstanding building, zoning, property maintenance, or Village Code violations on any properties owned and/or occupied by them within the Village of East Dundee that would not otherwise be corrected by applying for the DCCFIP.
- Property owners or properties who have received Commercial Façade Improvement Program funding in the past 7 years.
- Property owners who are Village officials or employees of the Village of East Dundee.

Eligible projects must meet the following expectations:

- Project must serve at least two of the program goals (listed in the program goals section).
- All contractors and work performed must be in compliance with all current building and zoning requirements.

### **Program Qualifications**

The following projects or expenses are eligible for program reimbursement:

- Restoration of brick using a non-abrasive paint removal material (e.g. corn cob or walnut shell pieces, etc.)
- Façade cleaning
- New siding and siding repair
- Front and wrap-around porches
- Front patios and walkways
- Decorative masonry walls
- Exterior cornices
- Exterior lighting
- Fences
- Landscaping retaining walls and improvements
- Painting
- Windows and doors
- Tuckpointing
- Pitched roofs
- Awnings/canopies
- Removal of inappropriate exterior finishes, materials, or features

- Other improvements not specifically listed as eligible or ineligible and approved by the Village Board

### **Ineligible Projects**

The following projects or expenses are not eligible for program reimbursement:

- Building permit fees and related costs
- Professional service fees including but not limited to design, engineering, architectural, and structural fees
- Replacement of driveways
- Replacement of sidewalks in the public right-of-way
- Flat roofs
- Landscaping
- Painting masonry that was not previously painted
- Sandblasting of brick
- Acquisition of land and/or buildings
- New construction
- Any work not visible from the public right-of-way
- Any work completed prior to receiving DCCFIP approval must have their application authorized to proceed by the Village Administrator

### **Program Application Process**

Property owners seeking DCCFIP grant funding shall apply as follows:

- Applications will be accepted by the Village on a rolling basis, with priority consideration for applications received before September 1, 2023. Submit application to:

Brandiss J. Martin, Administrative Services Director  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118

- Application Checklist: The following items must be attached to your application. Applications will be considered incomplete until all of the items have been received.
  - Complete DCCFIP application
  - Proof of ownership
  - Proof of property taxes paid
  - Historic District Certificate of Appropriateness or application (if applicable)
  - Photos of commercial structure to be improved
  - Detailed description and sketch/rendering of the work to be performed (including building materials and color scheme)
  - Working architectural drawings, if requested
  - Copies of a minimum of 3 qualified bids for each portion of the project in which funding is being requested
  - Schedule of work to be completed



### **Program Review and Approval Process**

Applications will be reviewed and approved according to the following process:

- The Village will evaluate each application for its extent/scope of work proposed and its potential to contribute to the specified goals.
- Following the review process, Village staff will recommend which applications should receive funding based upon the adopted budget.
- The recommendation by Village staff will be provided to the Village Board for their consideration and approval during the month of June. *The Village of East Dundee retains the right to approve/deny an entire request or portions thereof.*

### **Program Reimbursement**

Project reimbursement will occur upon completion of the project and final inspection by the Village. If costs exceed the original estimates, the property owner will be responsible for the full amount of the excess. The Village will not reimburse more than the total amount specified in the letter of intent. If any work commences before Village Administrator authorization is granted, these costs will not be eligible for reimbursement. The following items must be submitted in order to process the reimbursement:

- Letter requesting reimbursement
- Final inspection(s) for permitted work
- Final inspection DCCFIP verifying the work has been completed in accordance with the proposed project
- Copies of all final invoices
- Signed and notarized waiver(s) of lien on the property
- Proof of payment (i.e. canceled check, credit card statement, receipt, etc.)

Upon submittal of all applicable reimbursement materials, reimbursement will be placed on the warrant list for approval of the reimbursement payment by the Village Board at a regularly scheduled Village Board meeting. *Please note, this process can take up to 4 weeks.*

### **Program Penalties**

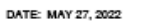
All applicants granted financial support are required to comply with all Village codes and ordinances. Failure to do so, as documented by citations issued by the Village of East Dundee, will subject that awardee to all applicable fines and penalties allowable under Village code including a reduction in DCCFIP grant funding in part or in full. Any intentional removal or modification to façade improvement within three years, which is not in accordance with the approved project, will require reimbursement of awarded funds.

### **Questions**

Interested property owners are encouraged to contact the Village prior to submitting an application for any questions regarding the DCCFIP. Inquires can be directed to Brandiss J. Martin, Administrative Services Director, at (847) 426-2822 x 7104 or [bmartin@eastdundee.net](mailto:bmartin@eastdundee.net).

### **Dundee Crossings Business Development District**

The commercial property must be within the Dundee Crossings Business District to be qualified for DCCFIP grant funding. Please refer to the blue shaded area on the map below, or by visiting [https://www.eastdundee.net/government/departments/economic\\_development/index.php](https://www.eastdundee.net/government/departments/economic_development/index.php).





# Village of East Dundee



## Dundee Crossings Commercial Façade Improvement Program (DCCFIP) Application

**Property Owner Name:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_  
(if different from property owner)

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Property Identification Number:** \_\_\_\_\_

**Is this property in the Historic District?** Yes ☐ No ☐

### Description of Project

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### Bid Amount from Proposed Contractors

*(include minimum of three)*

#### Contractor Name

#### Total Bid Amount

_____	\$ _____
_____	\$ _____
_____	\$ _____

**Project Budget:** \$ \_\_\_\_\_ **Reimbursement Request:** \$ \_\_\_\_\_

**Selected Contractor Name:** \_\_\_\_\_

### Checklist of Required Attachments

- ☐ Complete DCCFIP Application
- ☐ Proof of Ownership
- ☐ Proof of Paid Property Taxes (most recent tax year)
- ☐ Historic District Certificate of Appropriateness (if applicable)
- ☐ Photos of Property Structure to be Improved
- ☐ Detailed Description and Sketch/Rendering of the Work to be Performed  
(including building materials and color scheme)
- ☐ Working Architectural Drawings, if requested
- ☐ Copies of a Minimum of **3** Qualified Bids for each Portion of the Project in which Funding is  
being Requested
- ☐ Schedule of Work to be Completed

### Statement of Understanding

- ☐ I (we), agree to comply with the stipulations, guidelines, and procedures of the DCCFIP. I have read and understand the policy as described.
- ☐ I (we) certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of East Dundee's DCCFIP.
- ☐ I (we) understand that I (we) must submit detailed cost documentation, copies of bids, contracts, invoices, receipts, and contractor's final waivers of lien upon completion of the approved improvements.
- ☐ I (we) understand that any and all work, requiring a Village building permit, must be performance in accordance with and must meet any and all Federal, State, and local building code standards.
- ☐ I understand that work done before a Façade Improvement Agreement is approved by the Village Board is **not** eligible for a grant.
- ☐ I (we) understand the Façade Improvement reimbursement grants are subject to taxation and that the Village is required to report the amount and recipient of said grants to the IRS.
- ☐ I (we) agree to hold harmless, indemnify, and defend the Village of East Dundee, and their employees and agents, for any and all liabilities arising out of this application, loan, construction or other project(s), and any agreement to share costs, including but not limited to any and all lawsuits or other disputes.

**Applicant Signature:** \_\_\_\_\_

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

### Owner Authorization (if applicable)

If the applicant is other than owner, you must have the owner complete the following certificate:

I certify that I am the owner of the property at \_\_\_\_\_, and that I authorize the applicant to apply for a reimbursement grant under the Dundee Crossings Commercial Façade Improvement Program (DCCFIP) and undertake the approved improvements.

**Owner's Printed Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Village Office Use

**Date Received:** \_\_\_\_\_ **Was a Completed Application Submitted?** Yes ☐ No ☐

**Official's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_