

EAST DUNDEE

Regular Meeting
Monday, March 7, 2022
6:00 PM

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment on Agenda Items Only
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve a Resolution Declaring Certain Vehicles, Equipment and Other Village Property to be Surplus and Authorizing Sale of Said Vehicles, Equipment and Other Village Property at Auction](#)
 - b. [Motion to Approve an Ordinance Amending Chapter 116 of the Village of East Dundee Village Code Removing the Basset Certificate Filing Fee for Liquor License Applicants and the Employee Registration Requirement](#)
6. Other Agenda Items
 - a. [Motion to Approve an Ordinance Approving an Assignment and Assumption Agreement Regarding the Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pets Services Resort & Spa, Inc., an Illinois Corporation](#)
 - b. [Motion to Approve a Resolution Authorizing the Execution of a Negotiated Agreement between the International Union of Operating Engineers, Local 150 and the Village of East Dundee](#)
 - c. [Motion to Approve a Resolution Accepting Public Improvements Related to the 250 Patricia Lane Development](#)
 - d. [Discussion and Consideration of an Ordinance Amending the Village of East Dundee Village Code Regarding the East Dundee Arts Council](#)
 - e. [Discussion of St. Patrick's Day Activities and Events Occurring Throughout the Village During the Month of March](#)

- b. Financial Reports
 - a. [Warrants List \\$150,041.85](#)
- 7. Village President and Board Reports
 - [Proclamation for Gambling Awareness Month](#)
- 8. Staff Reports
- 9. Public Comment on Non-Agenda Items
 - Please keep comments to 5 minutes or less and relevant to Village Business*
- 10. Executive Session
 - Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.
- 11. Adjournment

Memorandum



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

From: James R Kruger, Chief of Police
Phil Cotter, Director of Public Works

Subject: Disposal of Surplus Vehicles

Date: March 7, 2022

Action Requested:

Staff requests that the Village Board pass a Resolution declaring three decommissioned Village vehicles as surplus and allow for their sale by electronic or online auction. All three are decommissioned Police squads, of which one has been used by the Director of Public Works in recent years.

Funding Source:

N/A

Summary:

The Village has maintained possession of two marked police vehicles that have been replaced over the last year. Both vehicles have long outlived their usefulness and require extensive mechanical work that far exceeds their value. The vehicles are summarized as follows:

- 2015 Ford Police Interceptor Utility, VIN - 1FM5K8AR1FGA41566 with 138,545 miles is in non-running condition with a blown motor.
- a 2016 Ford Police Interceptor Utility, VIN - 1FM5K8AR2GGA63805 with 122,380 miles, has a dead battery and more importantly is in need of a new catalytic converter.

Both vehicles were utilized twenty-four hours per day when the department pre-maturely lost two front line patrol vehicles that were totaled in September of 2020. The 2015 was replaced 10 months ago and the 2016 was taken out of service about four months ago. Since that time, they've been kept on Village property in a dilapidated state.

The third vehicle is summarized as follows:

- 2011 Ford Crown Vic (Police Interceptor Utility), VIN – 2FABP7BV6BX102011, with 93,553 miles. This former squad was transferred from Police to Public Works several years ago and was primarily driven by the Director of Public Works. This vehicle was replaced by a pickup truck in 2021 and is no longer useful or needed by the Village.

Legislative History:

N/A

Attachments:

Resolution Declaring Certain Vehicles, Equipment and Other Village Property to be Surplus and Authorizing Sale of Said Vehicles, Equipment and Other Village Property at Auction.

RESOLUTION NUMBER ____-22

RESOLUTION DECLARING CERTAIN VEHICLES, EQUIPMENT AND OTHER VILLAGE PROPERTY TO BE SURPLUS AND AUTHORIZING SALE OF SAID VEHICLES, EQUIPMENT AND OTHER VILLAGE PROPERTY AT AUCTION

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, the Village Board has been advised that the following described property has been removed from service and are no longer needed by the Village; and

<u>ITEM DESCRIPTION</u>	<u>MINIMUM VALUE</u>
1. 2015 Ford Police Interceptor Utility 138,545 miles, non-running condition VIN - 1FM5K8AR1FGA41566	Salvage
2. 2016 Ford Police Interceptor Utility 122,380 miles, VIN - 1FM5K8AR2GGA63805	\$500.00
3. 2011 Ford Police Interceptor Utility 93,553 miles, VIN – 2FABP7BV6BX102001	\$500.00

WHEREAS, the Village Board has determined that the vehicles, equipment and other Village property so listed have been used beyond their economical and/or useful life and may be declared as surplus property; and

WHEREAS, pursuant to 65 ILCS 5/11-76-4 of the Illinois Municipal Code, the Village Board may authorize the sale of surplus village property; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to sell the listed surplus items at Internet auction to the highest bidder.

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, acting by and through its President and Board of Trustees, approves the sale of the vehicles, equipment and other Village property so listed and has determined the items to be surplus property as identified.

Section Two. That the proceeds from the sale of the surplus property will be deposited in the appropriate Village fund from which the property was originally purchased.

Section Three. 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 Four. 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 Five. 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 _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

Approved by me this _____ day of _____, 2022.

JEFF LYNAM, President

ATTEST:

KATHERINE DIEHL, Village Clerk

Recorded in the Village Records on _____, 2022.

Memorandum



To: Village President and Board of Trustees
Liquor Commissioner

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

Subject: Request for Removal of Basset Certificate Filing Fee and Employee Registration

Date: March 7, 2022

Action Requested:

Discussion and consideration of an ordinance Amending Chapter 116 of the Village of East Dundee Village Code regarding the removal of Basset Certificate filing fee for liquor license applicants and registration requirement for employees.

Funding Source:

Account 01-09-4110 – Liquor License

Summary:

The Village Code currently requires as part of the liquor license application process (original or renewal) for all classes of liquor licenses that:

1. Applicants provide proof of completion of a State Beverage Alcohol Sellers and Servers Educational Training (BASSET) program for all personnel who prepare/serve alcoholic beverages and/or check identification for the purchase of alcoholic beverages.
2. The applicant shall annually pay a basset application filing fee of \$5.00 for each certificate submitted as set forth in the Village's fee schedule.

In addition, Village Code requires employees that sell, serve, dispense or prepare alcoholic beverages to register with the Police Department where they shall annually pay a registration fee and receive a photographed registration card. This practice is no longer relevant nor required by state statute.

The Basset certificate fee and employee registration requirement creates additional costs for licensees and requires additional staff time to administer. After receiving complaints from applicants regarding the Basset certificate fee requirement and determining that there is essentially no real gain in revenue to the Village, staff is recommending that the village code be amended to remove the basset certificate fee and employee registration requirement.

If approved, Liquor License holders would still need to submit their proof of Basset completion, but they would no longer be required to pay \$5 for each submittal. The Village receives less than 200 of these annually, so the aggregate revenue is not worthwhile for the aggravation it creates for the license holder.

As for the employee registration requirement, this practice has not been conducted for years and thus is a code clean-up.

Attachments:

Ordinance Amending Chapter 116 of the Village of East Dundee Village Code Removing the Basset Certificate Filing Fee for Liquor License Applicants and the Employee Registration Requirement

ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 116 OF THE
VILLAGE OF EAST DUNDEE VILLAGE CODE REGARDING THE REMOVAL OF
BASSET CERTIFICATE FILING FEE FOR LIQUOR LICENSE APPLICANTS AND
EMPLOYEE REGISTRATION REQUIREMENT**

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, in order to best serve the public's health, safety and welfare, the President and Board of Trustees of the Village desire to make certain amendments to the Village of East Dundee Village Code ("Village Code"), relative to removing bond posting requirements for Village-issued liquor license applicants;

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 in this Section 1 as if restated herein.

SECTION 2: Village Code Amendment. That the Village Code is hereby amended as follows:

Amendment One:

Section 37.01 of the Village Code is hereby amended as follows, with deletions struck through:

- (U) *Alcoholic beverages* ([Chapter 116](#)).
~~(1) Basset application fee: \$5~~

Amendment Two:

Section 116.04 of the Village Code is hereby amended as follows, with deletions struck through:

- ~~(B) (1) (a) It shall be unlawful for any holder of a license, under the Classifications A, A-1, C and D set forth in § [116.05](#), required for retail sales of alcoholic liquors to employ any person to sell or serve alcoholic liquors who has not registered with the Police Department,~~

~~except that the registration shall be waived for employees of holders of Class C licenses.~~

~~(b) For employees licensed under the Classification E, employee registration shall be required for all employees whose primary responsibility is to prepare alcoholic beverages for service to the public. Registration shall be deemed to be required hereunder for any employee who dispenses alcoholic liquors from behind a structure or partition commonly referred to as a "bar." Persons employed primarily to serve food and who serve alcoholic liquors only as an incidental part of their employment, shall not be required to be so registered.~~

~~(2) Registration may be requested upon written application, upon payment of a fee as provided in the village annual fee schedule, and upon photographic processing. The registration shall be valid for a period of not more than one year. Registration may be issued on or after July 1 of each year for a one-year period, except that registration permits may be issued on or after January 1 of each year for one-half year period. Registrations, regardless of issue date, will expire June 30 of each year.~~

~~(3) (a) Registration may be secured upon written application delivered to the Police Department and upon the completion of a police background check which disclosed neither any felony convictions nor that the applicant has been convicted of the violation of any state or federal law involving alcoholic beverages or controlled substances.~~

~~(b) Registration cards shall be issued by the Police Department, upon such satisfactory application, shall be issued to a specific licensed premises and shall be posted upon the premises where it can be examined.~~

~~(c) The applicant shall also pay a fee as set forth in the annual fee schedule and shall be photographed for the registration card. Applicants whose registration has been denied may appeal to the Liquor Commission. When the employee leaves his or her employment, the employee shall surrender the registration card to the Police Department.~~

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 or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

ADOPTED this ____ day of March, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of March, 2022.

Village President

ATTEST:

Village Clerk

Published in pamphlet form this ____ day of March, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on March ____, 2022.

Memorandum

To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Assignment of Pampered Pets Redevelopment Agreement

Date: March 7, 2022



Action Requested:

Discussion and approval of the Assignment and Assumption Agreement Regarding the Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pets Services Resort & Spa, Inc., an Illinois Corporation

Funding Source:

Account 46-01-5876 in the Route 25 South Tax Increment Finance District Fund is where allocations for Pampered Pets Services Resort & Spa, Inc. are made.

Summary:

In November 2021, the business known as Pampered Pets Services Resort & Spa, Inc. transferred ownership to Egri Pet Service. The owner of Pampered Pet Services Resort & Spa, Inc. submitted a request seeking to reassign the current redevelopment agreement (Ordinance 13-32) between them and the Village to the new owners of the establishment, Egri Pet Service. Pampered Pets is requesting they receive the 2021 tax year incentive and Egri Pet Service to receive any subsequent incentives in the future.

The terms of the original 2013 agreement call for the Village to reimburse Pampered Pets a percentage of the incremental real estate taxes annually until December 31, 2035. A breakdown of the Village's obligation can be found below:

Calendar Year of Payment (Taxes for Prior Year)	Percentage of Incremental Real Estate Taxes
2013	95%
2014	90%
2015 and 2016	80%
2017 and 2018	70%
2019 and 2020	60%
2021 and 2022	50%
2023 and 2024	40%
2025 and 2026	30%
2027 and 2028	20%

2029 through 2035	10%
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To date, the Village has provided \$16,500 for a façade grant and has reimbursed \$143,045.98 to Pampered Pets for the redevelopment agreement. While the tax bill for tax year 2021 is not available currently, the payment will be the last payment to Pampered Pets Services Resort & Spa, Inc. and is expected to be paid between September and November 2022, depending on when the request for reimbursement is submitted.

Legislative History:

On August 19, 2013, the Village Board approved Ordinance 13-32 Approving Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pets Services Resort & Spa, Inc., an Illinois Corporation.

Attachments:

1. Letter of Request from Sandy Hendrickson of Pampered Pets Services Resort & Spa, Inc.
2. Ordinance of the Village of East Dundee, Cook and Kane County, Illinois, Approving an Assignment and Assumption Agreement Regarding the Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pets Services Resort & Spa, Inc., an Illinois Corporation
3. Assignment and Assumption Agreement Regarding the Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pets Services Resort & Spa, Inc., an Illinois Corporation



PAMPERED PET SERVICES RESORT & SPA

1050 DUNDEE AVENUE
EAST DUNDEE, IL 60118

February 10, 2022

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

Dear Village Board,

This letter is to inform the Village of East Dundee that Pampered Pet Services Resort & Spa Inc was sold to Egri Pet Service LLC (DBA Pampered Pet Services Resort & Spa) on November 18, 2021.

We are requesting that the Village reassign the current Redevelopment Agreement, Ordinance 13-32 from Pampered Pet Service to the current owner Egri Pet Service. With Pampered Pet Service receiving 2021 tax year incentive payment this year and Egri Pet Service start receiving the tax incentive for 2022 tax year next year.

Please feel free to contact either one of us at the below phone numbers if more information is needed.

Best Regards,

Sandy Hendrickson

Sandy Hendrickson
Pampered Pet Services Resort & Spa
President
847-909-0490

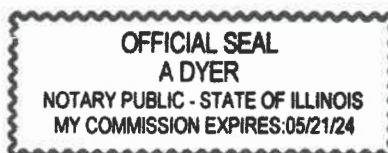
Brian Egri

Brian Egri
Egri Pet Service
President
805-407-5410

*State of Illinois
County of Kane*

*Both Sandy Hendrickson and Brian Egri appeared before me, A Dyer, on
February 10th, 2022 and signed this document.*

A Dyer



ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, APPROVING AN
ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING THE
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST
DUNDEE, ILLINOIS AND PAMPERED PET SERVICES RESORT & SPA, INC.,
AN ILLINOIS CORPORATION**

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 and Pampered Pet Services Resort & Spa, Inc., an Illinois corporation ("PPSR"), entered into the "Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pet Services Resort & Spa, Inc., an Illinois Corporation" on August 19, 2013 ("Redevelopment Agreement"); and

WHEREAS, PPSR desires to assign all of its rights and obligations under the Redevelopment Agreement to Egri Pet Service LLC, a Nebraska limited liability company authorized to conduct business in the State of Illinois ("EPS"), and EPS wishes to accept the assignment; and

WHEREAS, pursuant to Section 8 of the Redevelopment Agreement, the Redevelopment Agreement can only be assigned by PPSR with the prior written consent of the Village; and

WHEREAS, the Village President and Board of Trustees desire to approve the "Assignment and Assumption Agreement Regarding the Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pet Services Resort & Spa, Inc., an Illinois Corporation" attached hereto as **EXHIBIT A**, and made a part hereof, by and between the Village, PPSR and EPS ("Assignment Agreement"), which sets forth the terms of the assignment of the Redevelopment Agreement from PPSR to EPS; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Assignment Agreement best serves the Village, its residents and the public's health, safety and welfare;

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 in this Section 1 as if restated herein.

SECTION 2: Approval and Execution. That the Village President and Board of Trustees approve the Assignment Agreement, authorize the execution of the Assignment Agreement, and direct the Village President and the Village Clerk, or their designees, to execute the Assignment Agreement, along with all other instruments and documents that are necessary to fulfill the Village's obligations under the Assignment Agreement. The Village President and Board of Trustees authorize and direct Village staff to comply with all of the applicable obligations of the Village under the Assignment Agreement.

SECTION 3: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 5: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of _____, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2022.

EXHIBIT A

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING THE
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST
DUNDEE, ILLINOIS AND PAMPERED PET SERVICES RESORT & SPA, INC., AN
ILLINOIS CORPORATION**

(attached)

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING
THE REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF EAST DUNDEE, ILLINOIS AND
PAMPERED PET SERVICES RESORT & SPA, INC.,
AN ILLINOIS CORPORATION**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, ILLINOIS AND PAMPERED PET SERVICES RESORT & SPA, INC., AN ILLINOIS CORPORATION** (“Agreement”), effective as of _____, 2022 (“Effective Date”), is by and between the Village of East Dundee, an Illinois municipal corporation (“Village”), Pampered Pet Services Resort & Spa, Inc., an Illinois corporation (“PPSR”), and Egri Pet Service LLC, a Nebraska limited liability company authorized to conduct business in the State of Illinois (“EPS”). All capitalized terms not defined in this Agreement shall have the definitions set forth in the “Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pet Services Resort & Spa, Inc., an Illinois Corporation” by and between the Village and PPSR (“Redevelopment Agreement”).

WHEREAS, the Village and PPSR entered into the Redevelopment Agreement on August 19, 2013; and

WHEREAS, PPSR desires to assign all of its rights and obligations under the Redevelopment Agreement to EPS, and EPS wishes to accept the assignment pursuant to the terms and conditions of this Agreement; and

WHEREAS, pursuant to Section 8 of the Redevelopment Agreement, the Redevelopment Agreement can only be assigned by PPSR with the prior written consent of the Village; and

WHEREAS, the Village is willing to consent to the Assignment subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. PPSR hereby assigns and transfers to EPS all of PPSR’s right, title, and interest in and to the Redevelopment Agreement. EPS hereby accepts such assignment and assumes all of PPSR’s duties and obligations under the Redevelopment Agreement and agrees to perform and discharge, as and when due, all of the obligations of PPSR under the Redevelopment Agreement accruing on and after the Effective Date of this Agreement. PPSR’s assignment to EPS includes PPSR’s right to receipt of payments from the Village under the Redevelopment Agreement, except as modified in Section 2 below. PPSR shall be responsible for performance of the Developer’s obligations prior to the Effective Date of this Agreement and EPS shall be responsible for performance of the Developer’s obligations as of and after the Effective Date of this Agreement.

2. Consent to Assignment of Redevelopment Agreement. Subject to the provisions of this Agreement, the Village hereby consents to: (a) PPSR's assignment of its rights and obligations under the Redevelopment Agreement to EPS; and (b) EPS' assumption of PPSR's rights and obligations under the Redevelopment Agreement, both pursuant to and in accordance with the Redevelopment Agreement, except that payment by the Village for Redevelopment Project Costs: (y) for the 2021 tax year shall be paid to PPSR, and (z) for the 2022 tax year and going forward shall be paid to EPS.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date of this Agreement.

**PAMPERED PET SERVICES
RESORT & SPA, INC.**

EGRI PET SERVICE, LLC

By _____
Name: Sandra Hendrickson
Title: President

By _____
Name: Brian Egri
Title: Manager

VILLAGE OF EAST DUNDEE

By _____
Name: Jeffrey Lynam
Title: President

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator
Brandiss Martin, Finance & Administrative Services Director
Phil Cotter, Public Works Director

Subject: Local 150 Collective Bargaining Agreement (CBA)

Date: March 7, 2022

Action Requested:

Discussion and consideration of a resolution authorizing the Village Administrator to execute a contract with the International Union of Operating Engineers (Local 150) and the Village of East Dundee for the period May 1, 2021 through April 30, 2024.

Summary:

The CBA between East Dundee and the Union representing the Village's public works employees (Local 150) expired on April 30, 2021. A team of staff members and the Village Attorney negotiated with representatives of Local 150 and gained consensus on new contract provisions. The attached contract contains wage increases of 9%, 3% and 3% respectively for each year of the contract. Additionally, employee cost portions of health insurance were clarified for all selections and increased for HMO selections.

Staff on both sides of the negotiations is commended for their preparation, thoroughness, and collaboration to negotiate a fair contract in the best interests of all parties.

Attachments:

Resolution
Collective Bargaining Agreement

RESOLUTION NUMBER_____ - 22

**A RESOLUTION AUTHORIZING THE EXECUTION OF A NEGOTIATED
AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150 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 authorize the Execution of a Negotiated Agreement between the International Union of Operating Engineers, Local 150 and the Village of East Dundee ending April 30, 2024.

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 the Negotiated Agreement between the International Union of Operating Engineers, Local 150 ending April 30, 2024, a copy of which Agreement is attached hereto as EXHIBIT A and made a part hereof.

Section Two. The Village Administrator shall be and is hereby authorized and directed to execute Exhibit A on behalf of the Village.

Section Three. 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 _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

Approved by me this _____ day of _____, 2022.

Jeff Lynam, Village President

Published in pamphlet form this_____day of_____, 2022, under the authority of the President and Board of Trustees.

ATTEST:

Katherine Diehl, Village Clerk

Recorded in the Village Records on_____, 2022.

Collective Bargaining Agreement Between

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150

and

Village of East Dundee

May 1, 2021 through April 30, 2024

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PREAMBLE

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

AGREEMENT

This Agreement has been made and entered into by and between the Village of East Dundee, (hereinafter referred to as "East Dundee" or "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I **RECOGNITION**

SECTION 1.1: RECOGNITION

East Dundee recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois Labor Relations Board, in Case No. 2003-RC-0014-C:

****INCLUDED**

Employees in this classification include Full Time and regular Part Time Public Works Laborers, Sewer Division Operators and Water Division Operators, and the Street Crew Leader who are employed by the Village of East Dundee.

****EXCLUDED**

All sworn peace officers, elected officials of the Village of East Dundee, all supervisory, managerial or confidential employees within the meaning of the Act, all seasonal or temporary employees and all employees within the classifications or derivative classifications of secretary, billing, reception and/or accounting clerks and are employed by the Village of East Dundee, all other employees of the Village of East Dundee.

SECTION 1.2: NEW CLASSIFICATIONS

East Dundee shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II
MANAGEMENT RIGHTS/UNION RIGHTS

SECTION 2.1:

All rights, powers, functions, and authority which the Employer had prior to the signing of this Agreement are retained by the Employer except as those rights, powers, functions or authority are expressly and specifically abridged, modified, or limited by this Agreement.

SECTION 2.2: MANAGEMENT RIGHTS

The rights which are vested exclusively in the Employer, except as abridged by an express and specific provision of this Agreement as interpreted in accord with the Grievance Procedure in Article I, include, but are not limited to, the right: to determine the organization and operations; to determine and change the purpose, composition, and function of any and each of its departments; to set standards for the service to be offered to the public; to direct the employees, including the right to assign work and overtime (including assigning employees to different jobs as needed to insure maximum mobility of employees and efficiency of operations); to introduce new and improved methods or facilities or to change existing methods or facilities; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or for economic reasons; to subcontract work for the following reason(s): excess service requirements, technical or technological reasons, lack or condition of equipment or qualified employees, or economics; to establish or modify work schedule, and to determine the number of specific hours worked; to establish, modify, combine or eliminate job positions or classifications; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to determine and manage all matters which the Employer is not required to bargain in accord with the Act.

SECTION 2.3:

None of the foregoing shall be used in violation of any of the express provisions of this Agreement.

SECTION 2.4: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Divisional Superintendent of any employee with whom he/she wishes to carry on Union business.

After providing notice to the Director of the Public Works Department or the appropriate Divisional Superintendent, or his or her designee, via cellular telephone, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule. Meetings between any management official and the Union will be arranged at least one week in advance.

SECTION 2.5: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed up to three (3) days without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. No more than one Union Steward per time off event for legitimate Union business should be from the same Public Works division. The employee may utilize any accumulated time off (Personal, Vacation Days, etc.) in lieu of the employee taking such time without pay.

SECTION 2.6: UNION BULLETIN BOARDS

East Dundee shall provide a Union bulletin board at 448 Elgin Avenue and 401 Elgin Avenue. The Boards or space shall be for the sole and exclusive use of the Union. Items for information posted shall not be political; partisan, defamatory or inflammatory in nature. The

information posted shall not contain anything reflecting negatively upon the employer or any of its employees.

ARTICLE III

UNION DUES/VOLUNTARY FAIR SHARE CHECK OFF

SECTION 3.1: DEDUCTIONS

East Dundee agrees to deduct from the pay of those employees who request such deductions in writing any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs;
- (C) Voluntary fair share payments.

Request for any of the above shall be made on a form provided by the Union. Authorization for any of the above deductions shall be in writing and shall be voluntarily provided by the employee. The Village shall cease any such deduction upon an employee's written request to the Union and the Village.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise East Dundee of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the amount of Union deductions.

SECTION 3.2: HOLD HARMLESS

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

ARTICLE IV

HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

The workday for bargaining unit employees is from 7:00 a.m. to 3:00 p.m. Monday through Friday. The Employer may fix and/or change the schedule of hours consistent with its goal to best serve the public needs, provided that the change in the workday or workweek is bargaining unit wide. Absent an emergency, the Employer shall provide no less than seven (7) calendar days advance notice of such changes in an employee's regular permanent schedule to the Union and shall offer the Union an opportunity to bargain over the issue. No change will result in a reduction of the normal work hours of eight (8) hours per day or forty (40) hours per week, Monday through Friday.

SECTION 4.2: LUNCH/REST PERIOD

Bargaining unit employees, scheduled to work eight (8) hours or more, shall be granted a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon and shall be granted a thirty (30) minute paid lunch period near the midpoint of the day. Employees may combine their breaks and/or lunch period, upon approval of the Director of Public Works or his or her designee. Where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work thirty (30) minutes early or be compensated at the appropriate overtime rate. After an employee completes eight (8) hours of work an additional fifteen (15) minute paid break shall be permitted after every additional four (4) hours of work.

Bargaining unit employees are not required to work more than sixteen (16) hours in a twenty-four (24) hour period, without having an opportunity for at least a minimum of eight (8) hours rest. The only exceptions to this rule are in situations of emergency, as reasonably

determined by the Director of Public Works, Village Administrator, Village President or his or her respective designee. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission, if in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined. An employee who is sent home for his/her eight (8) hour rest period and that rest period falls within the employee's normal workday shall be permitted to use his unused accrued time other than sick time to fill those hours.

SECTION 4.3: OVERTIME COMPENSATION

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

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal work day or work week, as defined in Section 4.1 of this Article.
- (B) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.
- (C) Weekend and holiday rounds for all water and wastewater facilities shall be paid at 2.5 hours per day during the months of November through April, and 3.5 hours per day during the months of May through October, or actual time worked, whichever is greater, at the appropriate rate of pay. The Village may assign additional work within the guaranteed minimum number of hours. Rounds during the months of May through October will also include emptying garbage cans in the downtown area. Any additional work assigned on those days outside the guaranteed minimum number of hours shall be considered a call back and shall be assigned following the rotating overtime list.

SECTION 4.4 CLEAN UP TIME

The Employer will provide a reasonable amount of time for clean up when necessary.

SECTION 4.5: OVERTIME DISTRIBUTION

East Dundee shall equally as possible distribute overtime among the employees throughout the Department. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable (due to an excused or unexcused absence), the employer may work part-time, temporary, seasonal or other non-bargaining unit personnel on said overtime without violating the Agreement.

An overtime list shall be kept and posted by the Employer. The overtime list shall calculate the amount of overtime each employee is offered each week. The employee with the least amount of offered overtime shall be placed on the top of the overtime list and shall be the first employee called to work overtime. The overtime list shall be recalculated weekly. Overtime assignment shall be subject to the grievance procedure, however, the parties agree that there shall be no monetary remedy available but rather any grievance over overtime assignment that is sustained will result in the grievant being assigned the next available overtime assignment that he is qualified to perform and that is equal to or greater than the number of hours allegedly missed.

SECTION 4.6: CALL BACK

A “call back” is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each call out. Call back

time shall start when the employee is called and ends when the employee completes the assigned task. A phone call will only be paid for thirty (30) minutes.

SECTION 4.7: INTENTIONALLY LEFT BLANK

SECTION 4.8: COMPENSATORY TIME

Overtime that has been accumulated in accordance with this agreement may be converted to compensatory time at the employee's discretion. Compensatory time will be calculated by multiplying the number of overtime hours worked by one and one-half (1.5). The calculated number will be the amount of compensatory time. Employees may accumulate up to sixty (60) hours of compensatory time and this time must be used and will not be bought back or paid out, except (1) for the time accrued upon separation of employment and (2) employees shall be permitted to cash out no more than thirty (30) hours of accrued, unused compensatory time one time per year.

ARTICLE V **SENIORITY**

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular employment as a Public Works employee at East Dundee.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, demotions, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a seniority list. A copy of the seniority list shall be furnished to the Union when it is posted.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first (180) calendar days of employment. Any probation period can be extended for a period up to six (6) months. Prior to such extension the Village of East Dundee will provide notice to the employee of the reason for the extension and will send a copy of the notice to the Union.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI **LAYOFF AND RECALL**

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. East Dundee shall give the Union at least sixty (60) days' notice of any layoffs, except in emergency situations wherein such period of notice maybe reduced.

SECTION 6.2: GENERAL PROCEDURES

The Village of East Dundee in its reasonable discretion shall determine whether layoffs are necessary and shall determine which classifications will be subject to layoff. If is determined that layoffs are necessary in any position covered by this Agreement, any temporary or part-time employees in the affected position shall be laid off first, followed by probationary employees in the affected position. If an employee is laid off, he/she shall have the right to "bump" a less senior employee in another position with no loss of pay, if the employee is qualified to perform the essential functions of the job.

SECTION 6.3: RECALL OF LAID-OFF

The names of laid-off employees shall be placed on a layoff list for eighteen (18) months. Employees shall be recalled in the order in which they were laid off. After eighteen (18) months on layoff, the employee shall lose his or her seniority status. The Village shall not hire any new employees, however, this shall not apply to any subcontracting that was previously or historically performed by the Village until all employees on recall are recalled.

ARTICLE VII DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

East Dundee agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not limited to the following progressive steps of priority:

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

Prior to actual imposition of any discipline, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions. The employer's

agreement to utilize progressive discipline does not prohibit the employer from imposing more discipline which is commensurate with the severity of the offense, up to and including immediate discharge. Employees should understand that there are certain offenses which are sufficiently serious that employees may be brought to dismissal action for the first offense without any prior disciplinary action. In addition, in instances where the progressive discipline approach is followed, the Village exercises the right to repeat a disciplinary step, and the Village reserves the right to skip certain progressive steps depending upon the seriousness.

SECTION 7.2: RIGHT TO REPRESENTATION

Employees covered by this Agreement shall have the right to Union representation in any investigatory interview with management that the employee reasonably believes may lead to discipline.

ARTICLE VIII GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

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

SECTION 8.2: PROCESSING OF GRIEVANCE

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

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: Immediate Supervisor

The employee, with or without a Union representative, or the Union may attempt to

orally resolve a grievance with his/her supervisor within ten (10) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within ten (10) business days.

STEP TWO: Public Works Director

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Public Works Director or his or her designee within ten (10) business days of the Step One response.

The Public Works Director or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Public Works Director or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Public Works Director or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: Village Administrator

If the grievance remains unsettled after the response in Step Two, the Union may submit a written grievance to the Village Administrator within ten (10) business days of the Step One response.

The Village Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Village Administrator or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP FOUR: ARBITRATION

If the grievance remains unsettled after the response in Step Three, the Union may refer

the grievance to arbitration within ten (10) business days of the Step Three response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

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

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

The Arbitrator shall not amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

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

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

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submittal date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The

decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and East Dundee. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union and approved by the Village. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance. If a grievance is denied because of a scrivener's error the grievant has ten (10) additional business days to resubmit a corrected grievance form.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of East Dundee's last answer will be considered settled on the basis of East Dundee's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by mutual agreement.

SECTION 8.6: UNION STEWARD

One (1) duly authorized bargaining unit representative and one (1) alternative bargaining unit representative shall be designated by the Union as the Steward. The Union will provide

written notice to East Dundee Director of Public Works or his or her designer to identify those individuals.

ARTICLE IX HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays for the Bargaining Unit members are:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

SECTION 9.2: SPECIFIC APPLICATIONS

- A) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.
- (B) Paid time off to vote will be made available in accordance with State Law.
- (C) Holidays shall not be paid unless the employee worked the scheduled workday immediately before and immediately after the designated holiday, unless otherwise approved and excused. For purposes of Section 9.2, an excused absence is defined as any time off approved and permitted by the Village but does not include sick leave. Employees who use sick leave on the day before or the day after a designated holiday shall not receive holiday pay for that holiday.
- (D) Employees who are off of work who are suspended, out on pension, unpaid leave of absence or inactive payroll status shall not receive holiday pay.

SECTION 9.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. Employees who work on the actual holiday shall additionally be compensated at a rate of two times his/her regular rate of pay for all time actually worked on such holiday.

ARTICLE X **VACATIONS AND PERSONAL LEAVE**

SECTION 10.1: VACATION ACCRUAL

- (A) All vacation accrual will be according to the employee's anniversary date and shall begin to accrue immediately upon completion of the employee's probationary period.
- (B) Bargaining unit employees shall be entitled to vacation days in accordance with the following schedule:

<u>Years of service</u>	<u>Vacation days</u>
0 but less than 5 years	10 days per year
5 years but less than 10 years	15 days per year
11 but less than 20 years	20 days per year
After 20 years	1 Additional day per year up to a maximum of forty (40) hours

SECTION 10.2: VACATION USAGE

- (A) New employees shall be eligible for vacation usage immediately after successfully completing their probation period.
- (B) Employees may accumulate and carry over year to year 40 hours of vacation time.

SECTION 10.3: VACATION PAY

- (A) Upon separation, a non-probationary employee shall be paid for all unused accrued vacation time based on the employee's current rate of pay.

- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

SECTION 10.4: VACATION SELECTION

Requests for vacation time shall be made in accordance with the policy contained in the Employer's Personnel Manual. Vacation days are authorized by the Department Head on a first come and first approved basis by division recognizing that vacation schedules are subject to the workload of the Department. The scheduling of all vacation days is subject to prior approval by the Department Head or Superintendent, or his/her designee. The Village will make all reasonable efforts to avoid recalling an employee during a regularly scheduled vacation period.

SECTION 10.5: PERSONAL DAYS

All employees shall be entitled to three (3) personal days off with pay per year. Personal days shall be given on May 1 of each calendar year. Where practicable, employees shall request permission from his/her supervisor to use a personal day as soon as practicable in advance of the personal day. Any personal days not used within the calendar year shall not be carried over to the next calendar year. Personal days can be used in increments of four (4) hours, unless mutually agreed otherwise by the employee and Employer.

ARTICLE XI **SICK LEAVE**

SECTION 11.1: SICK LEAVE ACCRUAL

Employees shall accrue sick leave at the rate one (1) day per month, with a maximum accumulation of eighty (80) days.

SECTION 11.2: SICK LEAVE RESTRICTIONS

Sick leave may be granted for any of the reasons listed below:

- (A) Incapacitation due to illness, injury or disability.

- (B) Personal medical, vision or dental appointments.
- (C) Family illness which requires the employee's presence. Family shall be defined as in Section 12.3.

In cases where an employee cannot report to duty because of an illness or injury the employee must notify the Superintendent or Director thirty (30) minutes before the employee's scheduled start time. Failure to do so may render the employee ineligible for sick leave.

Employees that are absent three (3) consecutive days due to a personal injury or illness or are exposed to a contagious disease are required to produce a physician's medical certificate releasing the employee for work prior to return to work.

Employees terminating employment with the Village shall be compensated for unused earned and accrued sick leave as follows:

a. By Dismissal:	No Compensation
b. Resignation before 20 years' service:	No Compensation
c. Retirement after 20 years' service:	50% of Accrued Sick Time
d. Layoff/Reduction in Force	Same as Retirement
e. Disability	Same as Retirement
f. Death of Employee	Same as Retirement

Earned and accrued sick leave will be charged against an employee injured on-the-job and accepted into workers compensation coverage, or an employee injured off-the-job or sick, and eligible for disability insurance payments. In these situations, sick leave pay will be applied to make up the difference between worker's compensation and/or disability and the employee's normal wages

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's accrued but uncompensated sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

ARTICLE XII

LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition his/her Department Head for a special leave of absence up to ninety (90) days. Such leave of absence is without pay or fringe benefits. A leave may be granted at the Employer's sole discretion and reinstatement is not guaranteed.

SECTION 12.3: FUNERAL LEAVE

An employee will be granted funeral leave with pay based on the following schedule:

1. Funeral of immediate family members up to three (3) days. Immediate family for these purposes of this section is defined as a spouse, son (natural, step or adopted), daughter (natural, step or adopted), mother, father, brother, sister, step father, step mother, step siblings, grandparents, grandchildren, mother and father in-law and guardians or other children residing in the household.
2. Funerals of extended family members up to one (1) day. Extended family for purposes of this section is defined as cousins, aunts, uncles, nieces and nephews.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

The Employer will administer FMLA leave pursuant to the eligibility and leave requirements of the Act.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury or is subpoenaed for testimony during hours that

the employee would have been regularly scheduled to work shall receive full pay. Employees will be required to turn over all checks received for jury duty.

SECTION 12.6: MILITARY LEAVE

The Employer shall comply with all applicable state and federal laws.

ARTICLE XIII **HEALTH INSURANCE AND PENSION**

The Village shall continue to make available to all employees covered by this Agreement health and dental insurance substantially similar to the coverage currently in effect. The Village's right to change insurers and plans is subject to the restrictions set forth below. The Village shall continue to cover all employees covered by this Agreement on its hospitalization and health program. Employees shall contribute the premium cost of health and dental insurance at the following rates:

Percent of Premium paid by Employee, effective May 1, 2022:

	PPO	HMO	Dental
Employee	15%	5%	10%
Employee + Spouse	15%	5%	15%
Employee + child/children	15%	5%	15%
Employee +dependents (Family)	15%	5%	15%

The Village reserves the right to self insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar to, or better than, those being currently offered. In the event the village changes coverage, all Employees will be covered to the same extent as all other Village employees. The percentages set forth above reflect actual percentages of the applicable premium to be paid by the employee for the level of insurance selected by the employee. Credit for any other premiums shall not be applied.

Insurance coverage shall commence on the first day of the month starting after an employee's hire date.

ARTICLE XIV

EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees for all training. Compensation will be at either the regular rate or overtime rate pursuant to Section 4.3 of the Agreement, exclusive of travel time for which employees shall be paid at their normal straight time rate, schools, and courses which the Employer requires an employee to attend during off duty hours. When an employee is required to use his/her own automobile, mileage reimbursement shall be paid at the rate set by the IRS. Employees shall be reimbursed for meals as per past practice and procedure, but not less than \$10.00 per meal. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging at the applicable IRS rate and guideline. All reimbursements made to the employee shall be paid on the pay period following Board approval of the bill listed. The Employer shall pay the cost of all Village mandated and required training and classes needed to maintain licenses and/or certifications held by the employee in addition to providing the appropriate time to take said training or classes.

SECTION 14.2: CDL LICENSE

The Village of East Dundee shall reimburse all bargaining unit employees required to and who currently have or otherwise obtain a Commercial Driver's License the cost of renewal of said license, and the cost of any endorsements those employees are required to have or obtain.

ARTICLE XV
SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, East Dundee shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XVI
LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and East Dundee mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and East Dundee representatives when appropriate. Such meetings shall be scheduled within two (2) weeks of either party requesting the meeting, or at a time mutually agreed upon by the parties, and shall be limited to:

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

A Union representative and/or Union Steward may attend these meetings. East Dundee may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances and arbitrations shall not be discussed at such meetings. Attendance at labor management meetings shall be voluntary on the employee's part and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. In the event the meeting is scheduled during working time, designated employee representatives shall attend without loss of pay. The Union shall notify the Village in advance as to who will attend the meeting. The Village in its sole discretion shall determine its representatives at such meetings.

ARTICLE XVII SUBCONTRACTING

The Village retains the right to subcontract out work, so long as it does not result in a lay off or reduce the number of hours worked by the bargaining unit employees.

ARTICLE XVIII ACT-UP PAY

Bargaining unit members will receive a 10% Act up Pay increase for assigned work performed at a managerial level if the assignment is assigned to and does encompass five or more consecutive work days. Distribution of assignments is at the sole discretion of management.

ARTICLE XIX UNIFORMS AND EQUIPMENT

SECTION 19.1: PROTECTIVE CLOTHING

East Dundee shall provide all necessary items of protective clothing and safety gear.

SECTION 19.2: PRESCRIPTION GLASSES

The Village of East Dundee will supply bargaining unit members with non-prescription

safety eye-wear and will reimburse bargaining unit members up to \$50.00, receipt required, for prescription safety eye-wear that is ordered by the employee. Participation in the Village vision plan is a prerequisite for reimbursement and any reimbursement shall only occur if any excess exists after vision plan coverage is processed.

SECTION 19.3: CLOTHING ALLOWANCE

In addition to Section 19.1 above, East Dundee shall provide bargaining unit employees with a clothing allowance of five-hundred fifty dollars (\$550) every May 1 for additional clothing and footwear. No more than two hundred and fifty dollars (\$250.00) will be used by the Village towards the purchase of Village wear. All remaining amounts of the aforementioned allowance will be disbursed to the employee and shall be used for the purchase of any work related uniforms or gear. All Village logos will be paid for by the Village.

ARTICLE XX **PERSONNEL RECORDS**

SECTION 20.1: PERSONNEL RECORDS

Employees may request that they or their representative review their personnel records up to two times per year. Within seven (7) days of the request, personnel records shall be available during non-working hours for an employee and or his/her designee to review. All disciplinary documents added to an employee's personnel file must be acknowledged in writing by both the Village and the employee.

SECTION 20.2: RIGHT OF INSPECTION AND COPIES

An employee may obtain a copy of his/her record upon request to the Director of Public Works. Copies shall be provided, at no charge to the employee, within seven (7) business days.

SECTION 20.3: REMOVAL OF DISCIPLINARY RECORDS

The Village may maintain records of disciplinary actions taken against an employee, but

the Village shall not use the disciplinary record(s) against the employee if the employee has not repeated the offense within twelve months, unless the offense involved harassment or discrimination, workplace violence, accidents involving injury and/or property damage, drugs or alcohol.

ARTICLE XXI **NON-DISCRIMINATION**

SECTION 21.1: PROHIBITION AGAINST DISCRIMINATION

Both East Dundee and the Union agree not to discriminate against any employee on any basis protected under State or Federal Law. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 21.2: UNION ACTIVITY

East Dundee and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This language shall not be construed or interpreted to limit the Union's or employee's right to pursue an action through the Illinois Public Labor Relations Board.

ARTICLE XXII **NO STRIKE / NO LOCKOUT**

SECTION 22.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike. In the event the employees strike, the Union agrees it will, within twenty-four (24) hours, provide written notification to employees in the bargaining unit that his or her activity is prohibited by this Agreement and that the Union does not support or condone the strike.

SECTION 22.2: NO LOCKOUT

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

ARTICLE XXIII WAGES

SECTION 23.1: WAGE RATES

May 1, 2021 to April 30, 2022

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laborer	22.58	23.26	23.96	24.68	25.42	26.18	26.97	27.78	28.61	29.47
Crew Leader										
Water/Sewer Operator	26.32	27.11	27.93	28.76	29.63	30.52	31.43	32.37	33.35	34.35

May 1, 2022 to April 30, 2023

Laborer	23.26	23.96	24.68	25.42	26.18	26.97	27.78	28.61	29.47	30.35
Crew Leader										
Water/Sewer Operator	27.11	27.93	28.76	29.63	30.52	31.43	32.37	33.35	34.35	35.38

May 1, 2023 to April 30, 2024

Laborer	23.96	24.68	25.42	26.18	26.97	27.78	28.61	29.47	30.35	31.26
Crew Leader										
Water/Sewer Operator	27.93	28.76	29.63	30.52	31.43	32.37	33.35	34.35	35.38	36.44

Individuals not on the wage scale shall receive the following wage increases:

May 1, 2021: 9%

May 1, 2022: 3%

May 1, 2023: 3%

An employee assigned by the Village to the position of Street Crew Leader shall be paid \$3.00 per hour more than the current Step 9 pay rate for the Laborer position for the duration of the assignment.

Employees shall be compensated for any and all Step increases in accordance with the wage schedule in this Section, on or about the Employee's anniversary date. Employees shall

advance from one Step to the next Step on his/her anniversary date only if the Employee receives a “Meets Expectations” rating in his or her annual evaluation.

New employees may be hired at a Step higher than Start rate at the sole discretion of the Village. The Village has the ability to accelerate an employee’s movement through the steps if warranted by exceptional performance, or if the employee obtains a special certification or license that he is directed and required to obtain by the Village.

Night work performed during the Village’s semi-annual hydrant flushing will receive a premium pay increase of 10%. Night work is defined as work performed, pursuant to the semi-annual night hydrant flushings, as time worked outside of the employee’s regularly scheduled hours.

SECTION 23.2: LONGEVITY

Employees shall receive a longevity bonus to be paid on the first payday in November each year in accordance with the following schedule:

Start of service, but less than 5 years	\$100
6 to 10 years of service	\$200
11 to 15 years of service	\$300
16 to 20 years of service	\$400
21 to 25 years of service	\$500
26 years of service and beyond	\$600

The longevity bonus is not compounded from year to year.

SECTION 23.3: POST-RETIREMENT HEALTHCARE ACCOUNT

Within six months of the ratification of this contract, the Village of East Dundee agrees to implement and administer an interest bearing retirement health savings account for the purpose of investing funds to cover health insurance costs that may occur upon an employee’s separation of employment from the Village. Contributions to the account will begin no earlier than the calendar month following the end of the initial implementation election window.

Employees must enroll in the Retirement Health Savings Account (“RHSA”) within 30 days of their hire date or during an open enrollment period which shall occur once annually. Once enrolled, the election is irrevocable and cannot be changed at any time throughout the employee’s course of employment.

All contributions will be made pre-tax and the value of hours converted or transferred shall be calculated at the employee’s current hourly rate unless otherwise noted.

Employees are eligible to receive benefits upon separation of employment.

Allowable contributions will consist of the following:

Accrued sick time at separation:

At separation of service, accrued sick time may be converted to the employee’s RHSA.

Compensatory time at separation and a maximum of thirty hours per year:

At separation of service, compensatory time may be converted to the employee’s RHSA and a maximum of thirty (30) hours per year.

Vacation time at separation:

At separation of service, accrued vacation time may be converted to the employee’s RHSA.

Accrued vacation (other than at separation of service):

Up to forty (40) hours of accrued vacation time may be converted each year to the employee’s RHSA at times other than at separation of service.

Accrued personal days:

Up to twenty-four (24) hours of accrued personal days may be converted to the employee's RHSA.

If modifications must be made to this Section in order to implement or administer the RHSA pursuant to the rules or regulations of the investment company or the IRS, the Village and the Union will meet to discuss and implement the required changes.

ARTICLE XXIV
DRUG AND ALCOHOL POLICY

See Appendix A.

ARTICLE XXV
INTENTIONALLY LEFT BLANK

ARTICLE XXVI
SAVINGS CLAUSE

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

ARTICLE XXVII
TERMINATION

This Agreement shall be effective as of the first day of May, 2021, and shall remain in full force and effect until the thirtieth day of April, 2024, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty

(30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2022, in East Dundee.

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

VILLAGE OF EAST DUNDEE

James M. Sweeney
President-Business Manager

Village President

Deanna Distasio
Attorney

Erika Storlie
Village Administrator

APPENDIX A

DRUG AND ALCOHOL POLICY

(For Both CDL and Non-CDL Drivers)

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not perform any work if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication that may impair the employee's ability to safely perform his or her job duties and/or whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Will be conducted when a bargaining unit employee is involved in an accident while on duty or on Village property.
2. Post-accident drug and alcohol testing will be conducted immediately following the accident. An employee must notify his/her supervisor immediately after any accident.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period
 - a. Bargaining unit employees are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
 - b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
- b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;

2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site

- a. Once a drug test is announced, an employee shall go directly to the collection site. If the test is being conducted post accident or for reasonable suspicion, the employee will be transported to the collection site.
- b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an

Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.

- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.
 - a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.
- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Waived or Positive Confirmation Test
 - 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.
- d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information

concerning whether the individual's inability to provide a specimen is genuine.

- 1) The employee shall be placed out of service until this determination is made.
- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be

performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
- b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be

removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.
 - d. Signs a Last Change Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a negative result.
 - d. Signs a Last Change Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing

- a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
- b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

Memorandum



To: Village President and Board of Trustees
From: Chris Ranieri, Building Inspector
Subject: 250 Patricia Lane Public Improvements
Date: March 7, 2022

Action Requested:

Discussion and consideration of a resolution accepting the public improvements made at 250 Patricia Lane.

Summary:

The Village engineer has approved the public improvements at 250 Patricia Lane. PAL Land has submitted their Final Waiver of Lien, Certification Statement and the Bill of Sale and have requested a reduction in the Letter of Credit to 15% for Maintenance for 15 months. Once approved the Maintenance Letter of Credit shall be \$35,628.08.

Attachments:

Village Engineer's Memo
Resolution



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: January 10, 2022

TO: Chris Ranieri, Building Official

AT: East Dundee

FROM: Joseph D. Heinz, P.E., P.L.S.

SUBJECT: 250 Patricia Lane

Job No. ED-2206

The developer has completed the construction for the 250 Patricia Lane development and has satisfactorily addressed the punchlist items. The village will need to accept the public watermain improvements. The developer is required to provide the following prior to final acceptance:

1. The design engineer and owner/developer should sign the certificate of approval and acceptance of the required improvements.
2. Submit waivers of lien for the constructed public watermain improvements.
3. Provide a Maintenance guarantee in the amount of \$35,628.08 (15% of required watermain improvements) for 15 months from the date of village board acceptance.

Once submitted and reviewed, the Village Attorney will also need to review the documents and recommend approval to the board. The Village Board is required to accept the required improvements by the adoption of a resolution.

Please let me know if you have any questions on my comments.

cc Erika Storlie, Village Administrator
Phil Cotter, Dir. Of Public Works
Gregory Smith, Village Attorney

RESOLUTION NUMBER ____-22

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, ACCEPTING PUBLIC IMPROVEMENTS
RELATED TO THE 250 PATRICIA LANE DEVELOPMENT**

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 owner of 250 Patricia Lane ("Property") redeveloped the Property with an industrial building and parking lot; and

WHEREAS, the redevelopment of the Property required that the Property be improved with certain public improvements, including water main; and

WHEREAS, it is deemed necessary and desirable for the Village to accept the public improvements related to the Property development depicted in **Exhibit A** attached hereto and made a part hereof ("Public Improvements"), pursuant to Village's authority to do so in Section 155.099 of the Village of East Dundee Village Code ("Village Code");

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

SECTION 1: Incorporation. Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: Acceptance. Subject to the conditions in Section 3 below, the President and Board of Trustees of the Village accept the Public Improvements. The Village President and the Village Clerk, and their designees, are authorized and directed to execute such documents as necessary to accept the Public Improvements on behalf of the Village.

SECTION 3: Conditions. The Village's acceptance of the Public Improvements in conditioned upon the following, and the Village's acceptance shall not occur until all of the following conditions have been met:

A. A maintenance guarantee in the amount of Fifteen Percent (15%) of the value of the Public Improvements, as determined by the Village Engineer, has been posted with the Village covering fifteen (15) months from the date of acceptance of the Public Improvements by the Village.

B. A bill of sale has been given to the Village executed by the owner of the Public Improvements, in a form acceptable to the Village Attorney, conveying

the Public Improvements to the Village, along with all executed waivers of liens for the construction of the Public Improvements.

C. All conditions for conveyance of the Public Improvements in the Village Code have been satisfied.

SECTION 4: 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 5: Repeal. All resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 6: 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 24th day of January, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 24th day of January, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of January, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on January ____, 2022.

EXHIBIT A

PUBLIC IMPROVEMENTS

(attached)

EXHIBIT A

LOT 5 IN TERRA BUSINESS PARK RESUBDIVISION
REC. OCTOBER 5, 2018 PER DOC. 2018K048826
03-25-126-006

CROSSING TABLE			
1.	8" SAN T/P EL= 840.33 8" STM B/P EL= 841.81 Δ= 1.28'	6.	8" WM B/P EL= 837.87 8" PVC SAN T/P EL= 835.09 Δ= 2.78'
2.	8" SAN T/P EL= 839.52 8" STM B/P EL= 841.26 Δ= 1.74'	7.	15" RCP STM B/P EL= 838.84 8" WM T/P EL= 837.14 Δ= 1.50" LOWER WM AT X-ING
3.	8" SAN T/P EL= 838.65 8" STM B/P EL= 841.79 Δ= 3.14'	8.	24" RCP STM B/P EL= 833.75 8" WM T/P EL= 832.25 Δ= 1.50" LOWER WM AT X-ING
4.	8" SAN T/P EL= 837.81 8" STM B/P EL= 841.96 Δ= 4.15'	9.	12" RCP STM B/P EL= 838.30 8" WM T/P EL= 830.75 ± Δ= 7.75'
5.	18" STM B/P EL= 838.43 8" SAN T/P EL= 835.24 Δ= 3.19'	10.	12" RCP STM B/P EL= 837.39 8" WM T/P EL= 835.89 Δ= 1.50" LOWER WM AT X-ING

NOTE:
AT ALL STORM SEWER / WATER MAIN CROSSINGS, THE STORM SEWER SHALL BE CONSTRUCTED OF RCP CL/V PIPE WITH 4" HUNG FLEXIBLE GASKET JOINTS CONFORMING TO ASTM C-361 OR ASTM C-443.

UTILITY NOTES

- CONTRACTOR SHALL CONTACT 811 PRIOR TO CONSTRUCTION AND NOTIFY ENGINEERING OF ANY CONFLICTS WITH THE PROPOSED IMPROVEMENTS.
- THE VILLAGE OF EAST DUNDEE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED (847) 426-2822 48 HOURS PRIOR TO CONSTRUCTION OF SANITARY SEWER AND WATER MAIN IMPROVEMENTS.
- THE VILLAGE OF EAST DUNDEE SHALL BE GRANTED ACCESS TO ALL PARTS OF THE CONSTRUCTION SITE AND SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND/OR REJECT ALL WATER MAIN, WATER SERVICE, SANITARY SEWER AND SANITARY SERVICE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR UTILITY CONSTRUCTION.
- ALL EXISTING INFORMATION AND EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR LOCATION OF EXISTING UTILITIES.
- ALL UTILITIES SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY OR AGENCY.
- ALL MANHOLES AND VALVE VAULTS SHALL BE PER VILLAGE OF EAST DUNDEE AND "WATER," "STORM SEWER," OR "SANITARY SEWER" CAST INTO THE LID. ALL OPEN LIDS OR GRATES SHALL HAVE THE WORDS "DRAINS TO RIVER, DUMP NO WASTE" PERMANENTLY INSCRIBED.
- BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, THE CIVIL PLANS SHALL TAKE PRECEDENCE.
- CONTRACTOR SHALL VERIFY LOCATION, SIZE, AND ELEVATION OF ALL BUILDING SERVICES WITH ARCHITECTURAL AND MEP PLANS.
- CONTRACTOR SHALL ADJUST ALL RIM ELEVATIONS OF EXISTING STRUCTURES TO PROPOSED GRADE.
- ALL UTILITY DIMENSIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS OF ALL ELECTRIC, GAS, AND TELEPHONE SERVICES PRIOR TO START OF CONSTRUCTION. ALL UTILITY SLEEVES AND PIPE SHALL BE INCLUDED IN BID.
- CONTRACTOR SHALL LOCATE ALL EXISTING SEWER AND WATERMAIN LOCATION, SIZE, ELEVATION, AND CONDITION AT POINTS OF CONNECTION AND WHERE PROPOSED UTILITIES SHALL CROSS OR POTENTIALLY COME IN CONFLICT WITH EXISTING LINES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEERING OF ANY DISCREPANCIES OR CONFLICTS.
- LIGHTING IS SHOWN FOR REFERENCE ONLY. REFER TO PHOTOMETRICS PLAN FOR CONSTRUCTION.
- UNDERGROUND IMPROVEMENTS SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH THE VILLAGE, THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, IDOT. IN THE EVENT OF CONFLICTING GUIDELINES, THE MORE RESTRICTIVE SHALL GOVERN.
- TRENCH BACKFILL SHALL BE RECYCLED ASPHALT GRUNDINGS FOR ALL PROPOSED STORM SEWER.
- TRENCH BACKFILL SHALL BE CA-6 FOR ALL PROPOSED WATERMAIN AND SANITARY SEWER.

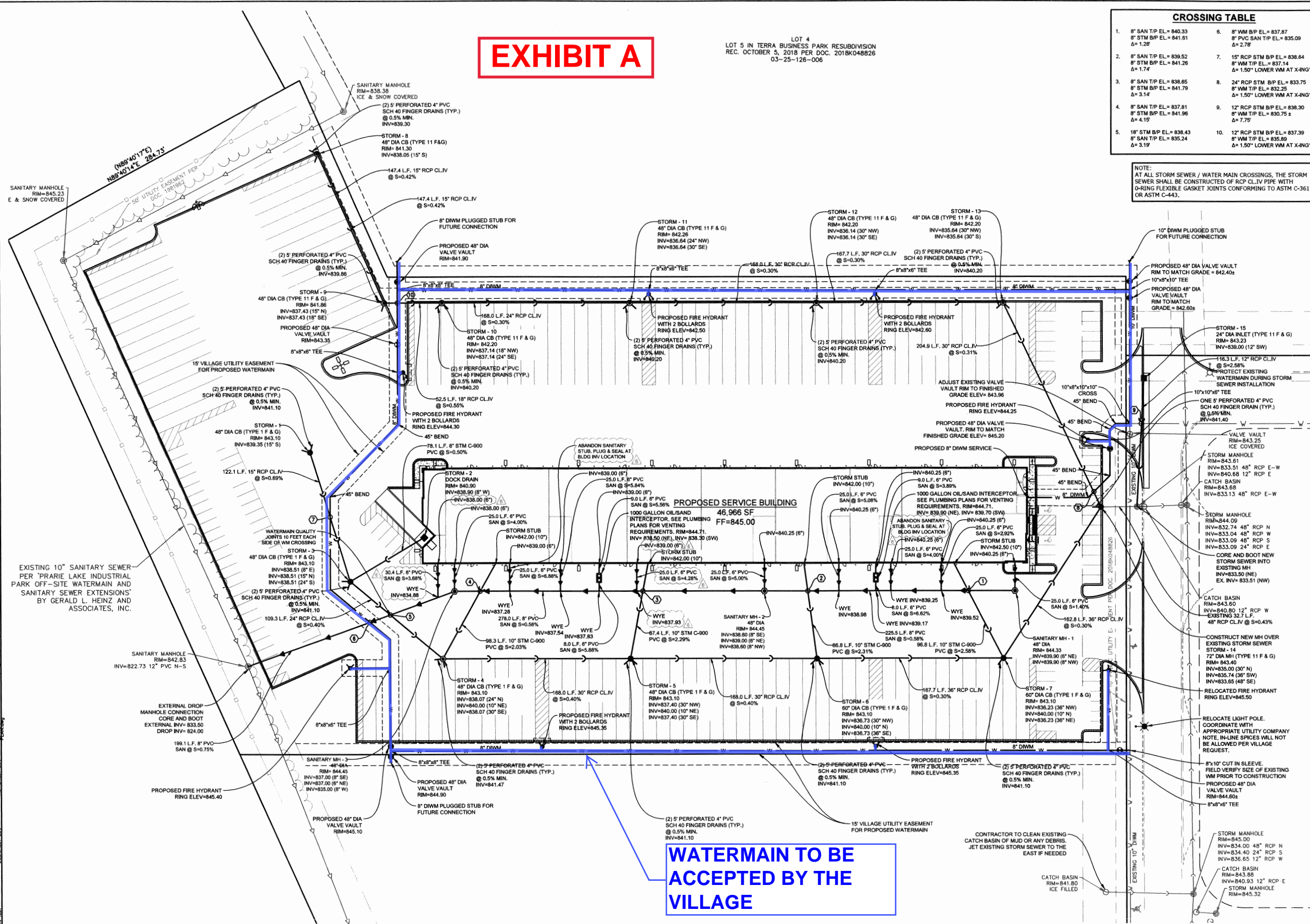
LEGEND

- | EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|----------------------------|
| ⊙ | ⊙ | SANITARY MANHOLE |
| ⊙ | ⊙ | STORM MANHOLE |
| ⊙ | ⊙ | CATCH BASIN/RISER |
| ⊙ | ⊙ | INLET |
| ⊙ | ⊙ | PRECAST FLARED END SECTION |
| ⊙ | ⊙ | CONCRETE HEADWALL |
| ⊙ | ⊙ | VALVE VAULT |
| ⊙ | ⊙ | VALVE BOX |
| ⊙ | ⊙ | FIRE HYDRANT |
| ⊙ | ⊙ | RELOCATED FIRE HYDRANT |
| ⊙ | ⊙ | BUFFALO BOX |
| ⊙ | ⊙ | CLEANOUT |
| ⊙ | ⊙ | SANITARY SEWER |
| ⊙ | ⊙ | FORCEMAIN |
| ⊙ | ⊙ | STORM SEWER |
| ⊙ | ⊙ | WATERMAIN |
| ⊙ | ⊙ | STREET LIGHT |
| ⊙ | ⊙ | STREET SIGN |
| ⊙ | ⊙ | LABELED UTILITY CROSSING |



GRAPHICAL SCALE (FEET)
0 1" = 40' 80'

WATERMAIN TO BE
ACCEPTED BY THE
VILLAGE



REVISIONS

1	CLIENT REVIEW - SAN & CURB REV	1/23/2020	5	FIRE HYDRANT RELOCATION	3/25/2020
2	PER NEW SURVEY	2/8/2020	6	PER VILLAGE REVIEW	4/23/2020
3	PER CLIENT REQUEST	2/17/2020	7	PER OWNER REVIEW	3/24/2021
4	PER VILLAGE REVIEW	3/19/2020			

UTILITY PLAN

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Subject: Creation of the Village of East Dundee Arts Council
Date: March 7, 2022

Action Requested:

Discussion and consideration of an ordinance creating an Arts Council for the Village of East Dundee. The newly formed Arts Council would be responsible for public art, village art events and other duties the Council will self-create and recommend to the board.

Funding Source:

The fiscal year 2022-2023 proposed budget will include an allocation for the Arts Council which the board will review and advise on

Summary:

Trustee Saviano has advocated for the creation of an Arts Council for the Village to create and enhance public art and art offerings throughout the community. This ordinance would codify a new committee that would be charged with responsibility for these items. The committee's first charge would be to discuss and set forth a mission which would then be submitted to the Village Board for review and approval.

The ordinance sets forth the Council which would be comprised of 2 trustees and 4 citizens, who could be residents of the village or those who are employed within the village limits.

Attachments:

Ordinance codifying the Arts Council in the Village Code

ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, AMENDING THE VILLAGE OF EAST DUNDEE
VILLAGE CODE REGARDING THE EAST DUNDEE ARTS COUNCIL**

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, amending the Village of East Dundee Village Code ("Village Code") regarding establishment of the East Dundee Arts Council best serves the public's health, safety and welfare;

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 in this Section 1 as if restated herein.

SECTION 2: Amendment. That the Village Code is hereby amended as follows, with additions underlined:

Section 32.09 of the Village Code, titled "Arts Council" is hereby created and shall read as follows:

(A) There is hereby created an Arts Council consisting of six members, two of whom shall be members of the Board of Trustees and four of whom shall be Village residents who are not members of the Board of Trustees.

(B) The members of the Arts Council shall be appointed by the President of the Village, by and with the consent of the Board of Trustees. The chair of the Arts Council shall be appointed by the President of the Village from the members of the Arts Council, by and with the consent of the Board of Trustees. The terms of the members of the Arts Council shall be three years and until their respective successors shall be appointed and qualified; and provided further, that the President shall appoint the first members of the Council, two of whom shall serve until the end of the current municipal year in which the appointment is made, another two of whom shall serve until the end of the municipal year next ending, and another two of whom shall serve until the end of the municipal year second next ensuing; provided that each of the first members

of the Council shall serve until his or her successor is appointed and qualified. The members of the Council shall not be paid compensation for their service on the Council.

(C) The members of the Arts Council shall be subject to removal in the same manner as officers of the Village.

(D) The Arts Council shall have the following powers and duties:

(1) To promote and create public art and art events in the community;

(2) To enhance existing public art and identify new opportunities for public art;

(3) To apply for Illinois Arts Council Agency grants and other similar public art grants and funding

(E) The Arts Council shall meet as often as it deems necessary in order to carry out its duties, but in no event shall the Arts Council meet less frequently than six (6) times per year. All meetings of the Arts Council shall comply with the Illinois Open Meetings Act, 5 ILCS 120/1, et seq. Arts Council members shall complete training on the Illinois Open Meetings Act within ninety (90) days of being appointed, as required by 5 ILCS 120/1.05(b).

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 or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

ADOPTED this 7th day of March, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 7th day of March, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 7th day of March, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on March ____, 2022.

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Katherine Diehl, Village Clerk
Subject: St Patrick's Day Special Events
Date: March 7, 2022

Action Requested:

Discussion of St. Patrick's Day activities and events occurring throughout the Village during the month of March

Summary:

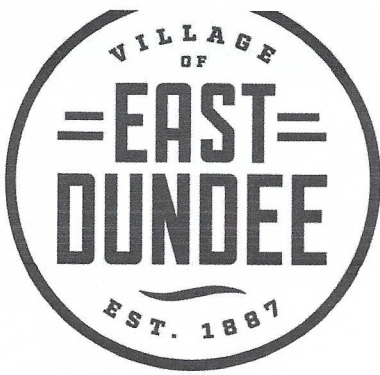
The Village has received special event permit applications this year for the annual fireworks, parade and 5k. The dates for these events are as follows:

Date	Time	Event	Location
March 12	8 am-10 am	5k Run/Walk	Lifeline Plumbing
March 12	11 am-12:30 pm	Parade	Water St/Barrington Ave/River St
March 19	Dusk	Fireworks	Fox River Foot Bridge

Road closures will be in effect and affected businesses and homes have been notified.

Attachments:

Special Events Applications



Special Event Permit Application

Village of East Dundee - 120 Barrington Ave. East Dundee, IL 60118
Phone: 847-426-2822 - Fax: 847-426-2956

APPLICANT INFORMATION

Date of Application: 1/10/2022 Permit #: _____
Sponsoring Organization: Dundee St. Patrick's Day Parade
Event Organizer/Contact Person: Mark Johnson
Organizer Address: P.O. Box 52
City: Dundee State: IL Zip Code: 60118
E-Mail Address: markejohnson456@gmail.com
Phone: 847-507-9250 Fax: _____ Cell: _____
Event Day On-Site Person in Charge: _____
(if different from event organizer)
Phone: _____ Fax: _____ Cell: _____

EVENT INFORMATION

Event Name: Dublindee Kilted 5K
Description and Purpose of Event: 5K Race
Location: Lifeline Plumbing
Date of event: 3/12/22 Time: 8:00 am to 10:00am
(if multiple dates and/or times are requested, please attach a detailed list) Rain Date: _____
Set-Up Date: same Time: _____ to _____
Teardown Date: same Time: _____ to _____
Estimated Attendance 300-500 Is the event open to the general public? ____ Yes ____ No

ADDITIONAL PERMITS AND APPROVAL

Please check the following items that are included in the event.

- ☐ Alcoholic beverages (Requires approval from the Liquor Commission)
- ☒ Use of public streets, sidewalks or other public property (Requires approval from Public Works)
- ☐ Fireworks (Requires approval from the Fire District)
- ☐ Amusement rides, amusement attractions, carnival or fair (Requires separate permit)
- ☐ Food Vendors (Requires certificate from Kane County Health Department; Please attach for all vendors)

Office Only

ADDITIONAL INFORMATION

Please check the following items that apply and submit information.

Office Only
Approval:

☒ Notification of Residents (*Attach plans/letters to notify residents*)

☒ Traffic Control (*Please List devices you might need, i.e., barricade, police, cones, signs, fencing*)

DPW

☒ Parking (*Please list parking areas to accommodate attendees, employees, volunteers and other vehicles*)

EDPD

☒ Portable Restroom Facilities (*Please indicate on a separate site map where the Port-O-Potties will be located*)

Name of Provider: **Royal Flush** Phone: _____

☐ Signage and Publicity (*Please refer to the temporary sign permit and Village's sign regulations*)

Building

☒ Road Closures (*Please indicate a list of road closures needed for the event*)

EDPD

DPW

☒ Garbage Removal (*Please indicate plans for garbage removal*)

Name of Provider: **Flood Brothers** Phone: _____

☐ Parade (*Please attach route of parade, starting point, stop point, location of platforms, time of parade, street parade will be on, assembly points and times, and if parade will cover whole street*)

EDPD

☐ Street or parking lot closures (*Please list proposed closures*)

EDPD

☐ Tent (***Requires Separate Permit J.U.L.I.E. must be notified at least two working days prior to installation at 1-800-892-0123***)

Building

SPECIAL EVENTS PERMIT REQUIREMENTS

Insurance Requirements: The Village of East Dundee requires a \$1,000,000 Certificate of Insurance listing the Village of East Dundee as an additional insured. This insurance is mandatory for all events.

Police Requirements: Any event needing the use of East Dundee Police will be billed the sum of \$44.00 per officer per hour.

Garbage/Clean-Up: Clean-up is the responsibility of the applicant group/organization. Any clean-up that is not done properly will be completed by Village staff and billed back to the event organizer at \$25.00 per person/per hour.

Approval Time Line: The Village of East Dundee requests a minimum of thirty (30) days to review application of special event. The applicant is required to have security deposit and all necessary forms completed and in the Village Administrator's Office no later than thirty (30) days prior to the date of event. Thirty (30) days following the date of event, the Village will return applicant's security deposit minus any fees incurred during the event.

HOLD HARMLESS AGREEMENT AND SIGNATURE

The undersigned hereby agrees to defend, indemnify and hold harmless the Village of East Dundee, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the Village of East Dundee, its officials, agents and employees, arising in whole or in part or in consequence of the organizer's event or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of East Dundee, its agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or in-curred in connections therewith, and, if any judgment shall be rendered against the Village of East Dundee, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

I HAVE THE AUTHORITY FROM MY ORGANIZATION TO SIGN AND SUBMIT THIS APPLICATION ON THEIR BEHALF. I UNDERSTAND THAT ANY CHANGES MADE TO THIS APPLICATION AFTER APPROVAL ARE SUBJECT TO VILLAGE APPROVAL. I HAVE READ AND FULLY UNDERSTAND THE APPLICATION FORM AND ALL REQUIREMENTS AND PROCEDURES NECESSARY IN OBTAINING A SPECIAL EVENT PERMIT.

Print Applicant's Name and Title: Eileen McNamee

Applicant Signature: *EMcNamee* Date: 1/10/22

For Village Use Only:

Date Received: _____

Approved By:

_____ Community Events Committee Date of approval: _____

_____ Liquor Commission Date of approval: _____

_____ Administration

Date of Approval: _____



Special Event Permit Application

Village of East Dundee - 120 Barrington Ave. East Dundee, IL 60118
Phone: 847-426-2822 - Fax: 847-426-2956

APPLICANT INFORMATION

Date of Application: January 2, 2022 Permit #: _____
Sponsoring Organization: Dundee St. Patrick's Day Parade
Event Organizer/Contact Person: Eileen McNamee
Organizer Address: P.O. Box 52
City: Dundee State: IL Zip Code: 60118
E-Mail Address: dundeestpats@gmail.org
Phone: 630-750-5005 Fax: _____ Cell: _____
Event Day On-Site Person in Charge: _____
(if different from event organizer)
Phone: _____ Fax: _____ Cell: _____

EVENT INFORMATION

Event Name: Thom McNamee St. Patrick's Day Parade
Description and Purpose of Event: Parade and Family Fun
Location: East Dundee (downtown)
Date of event: March 12, 2022 Time: 10:00am to 1:00pm
(if multiple dates and/or times are requested, please attach a detailed list) Rain Date: _____
Set-Up Date: March 11, 2022 Time: _____ to _____
Teardown Date: March 12, 2022 Time: _____ to _____
Estimated Attendance 5,000 Is the event open to the general public? ____ Yes ____ No

ADDITIONAL PERMITS AND APPROVAL

Please check the following items that are included in the event.

- ☐ Alcoholic beverages (Requires approval from the Liquor Commission)
- ☒ Use of public streets, sidewalks or other public property (Requires approval from Public Works)
- ☒ Fireworks (Requires approval from the Fire District)
- ☐ Amusement rides, amusement attractions, carnival or fair (Requires separate permit)
- ☐ Food Vendors (Requires certificate from Kane County Health Department; Please attach for all vendors)

Office Only

ADDITIONAL INFORMATION

Please check the following items that apply and submit information.

Office Only
Approval:

☒ Notification of Residents (*Attach plans/letters to notify residents*)

☒ Traffic Control (*Please List devices you might need, i.e., barricade, police, cones, signs, fencing*)

All are needed

DPW

☒ Parking (*Please list parking areas to accommodate attendees, employees, volunteers and other vehicles*)

EDPD

☒ Portable Restroom Facilities (*Please indicate on a separate site map where the Port-O-Potties will be located*)

Name of Provider: **Royal Flush** Phone: _____

☐ Signage and Publicity (*Please refer to the temporary sign permit and Village's sign regulations*)

Building

☒ Road Closures (*Please indicate a list of road closures needed for the event*)

EDPD

DPW

☒ Garbage Removal (*Please indicate plans for garbage removal*)

Name of Provider: **Flood Brothers** Phone: _____

☒ Parade (*Please attach route of parade, starting point, stop point, location of platforms, time of parade, street parade will be on, assembly points and times, and if parade will cover whole street*)

EDPD

☒ Street or parking lot closures (*Please list proposed closures*)

EDPD

☐ Tent (***Requires Separate Permit*** J.U.L.I.E. must be notified at least two working days prior to installation at 1-800-892-0123)

Building

SPECIAL EVENTS PERMIT REQUIREMENTS

Insurance Requirements: The Village of East Dundee requires a \$1,000,000 Certificate of Insurance listing the Village of East Dundee as an additional insured. This insurance is mandatory for all events.

Police Requirements: Any event needing the use of East Dundee Police will be billed the sum of \$44.00 per officer per hour.

Garbage/Clean-Up: Clean-up is the responsibility of the applicant group/organization. Any clean-up that is not done properly will be completed by Village staff and billed back to the event organizer at \$25.00 per person/per hour.

Approval Time Line: The Village of East Dundee requests a minimum of thirty (30) days to review application of special event. The applicant is required to have security deposit and all necessary forms completed and in the Village Administrator's Office no later than thirty (30) days prior to the date of event. Thirty (30) days following the date of event, the Village will return applicant's security deposit minus any fees incurred during the event.

HOLD HARMLESS AGREEMENT AND SIGNATURE

The undersigned hereby agrees to defend, indemnify and hold harmless the Village of East Dundee, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the Village of East Dundee, its officials, agents and employees, arising in whole or in part or in consequence of the organizer's event or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of East Dundee, its agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or in-curred in connections therewith, and, if any judgment shall be rendered against the Village of East Dundee, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

I HAVE THE AUTHORITY FROM MY ORGANIZATION TO SIGN AND SUBMIT THIS APPLICATION ON THEIR BEHALF. I UNDERSTAND THAT ANY CHANGES MADE TO THIS APPLICATION AFTER APPROVAL ARE SUBJECT TO VILLAGE APPROVAL. I HAVE READ AND FULLY UNDERSTAND THE APPLICATION FORM AND ALL REQUIREMENTS AND PROCEDURES NECESSARY IN OBTAINING A SPECIAL EVENT PERMIT.

Print Applicant's Name and Title: Eileen McNamee

Applicant Signature: E McNamee Date: 1/2/2022

For Village Use Only:

Date Received: _____

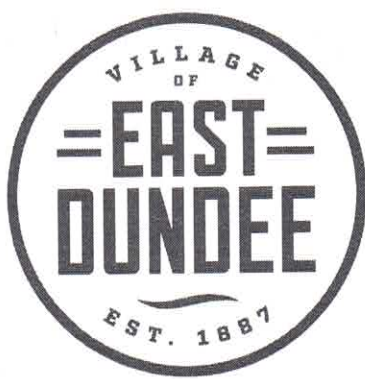
Approved By: _____

_____ Community Events Committee Date of approval: _____

_____ Liquor Commission Date of approval: _____

_____ Administration

Date of Approval: _____



Special Event Permit Application

Village of East Dundee - 120 Barrington Ave. East Dundee, IL 60118
Phone: 847-426-2822 - Fax: 847-426-2956

APPLICANT INFORMATION

Date of Application: 01-25-2022 Permit #: _____
Sponsoring Organization: Bandito Barney's Beach Club
Event Organizer/Contact Person: Roger Shelton
Organizer Address: 10 N. River Street
City: East Dundee State: IL Zip Code: 60118
E-Mail Address: _____
Phone: 847-426-7300 Fax: _____ Cell: _____
Event Day On-Site Person in Charge: Tom Kruza
(if different from event organizer)
Phone: _____ Fax: _____ Cell: 708-785-2055

EVENT INFORMATION

Event Name: Dundee St. Pat's Fireworks Display
Description and Purpose of Event: Fireworks For St. Pat's
Location: Foot Bridge Over Fox River Between East & West Dundee
Date of event: March 19 2022 Time: 7:00 pm to 9:00 pm
(if multiple dates and/or times are requested, please attach a detailed list) Rain Date: March 20, 2022
Set-Up Date: March 19, 2022 Time: _____ to _____
Teardown Date: March 19, 2022 Time: _____ to _____
Estimated Attendance _____ Is the event open to the general public? ☒ Yes ☐ No

ADDITIONAL PERMITS AND APPROVAL

Please check the following items that are included in the event.

- ☐ Alcoholic beverages (Requires approval from the Liquor Commission)
- ☒ Use of public streets, sidewalks or other public property (Requires approval from Public Works)
- ☒ Fireworks (Requires approval from the Fire District)
- ☐ Amusement rides, amusement attractions, carnival or fair (Requires separate permit)
- ☐ Food Vendors (Requires certificate from Kane County Health Department; Please attach for all vendors)

Office Only

ADDITIONAL INFORMATION

Please check the following items that apply and submit information.

Office Only
Approval:

☒ Notification of Residents (*Attach plans/letters to notify residents*)

☐ Traffic Control (*Please List devices you might need, i.e., barricade, police, cones, signs, fencing*)

DPW

☐ Parking (*Please list parking areas to accommodate attendees, employees, volunteers and other vehicles*)

EDPD

☐ Portable Restroom Facilities (*Please indicate on a separate site map where the Port-O-Potties will be located*)

Name of Provider: _____ Phone: _____

☐ Signage and Publicity (*Please refer to the temporary sign permit and Village's sign regulations*)

Building

☐ Road Closures (*Please indicate a list of road closures needed for the event*)

EDPD

DPW

☐ Garbage Removal (*Please indicate plans for garbage removal*)

Name of Provider: _____ Phone: _____

☐ Parade (*Please attach route of parade, starting point, stop point, location of platforms, time of parade, street parade will be on, assembly points and times, and if parade will cover whole street*)

EDPD

☐ Street or parking lot closures (*Please list proposed closures*)

EDPD

☐ Tent (***Requires Separate Permit*** J.U.L.I.E. must be notified at least two working days prior to installation at 1-800-892-0123)

Building

SPECIAL EVENTS PERMIT REQUIREMENTS

Insurance Requirements: The Village of East Dundee requires a \$1,000,000 Certificate of Insurance listing the Village of East Dundee as an additional insured. This insurance is mandatory for all events.

Police Requirements: Any event needing the use of East Dundee Police will be billed the sum of \$44.00 per officer per hour.

Garbage/Clean-Up: Clean-up is the responsibility of the applicant group/organization. Any clean-up that is not done properly will be completed by Village staff and billed back to the event organizer at \$25.00 per person/per hour.

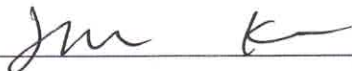
Approval Time Line: The Village of East Dundee requests a minimum of thirty (30) days to review application of special event. The applicant is required to have security deposit and all necessary forms completed and in the Village Administrator's Office no later than thirty (30) days prior to the date of event. Thirty (30) days following the date of event, the Village will return applicant's security deposit minus any fees incurred during the event.

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I HAVE THE AUTHORITY FROM MY ORGANIZATION TO SIGN AND SUBMIT THIS APPLICATION ON THEIR BEHALF. I UNDERSTAND THAT ANY CHANGES MADE TO THIS APPLICATION AFTER APPROVAL ARE SUBJECT TO VILLAGE APPROVAL. I HAVE READ AND FULLY UNDERSTAND THE APPLICATION FORM AND ALL REQUIREMENTS AND PROCEDURES NECESSARY IN OBTAINING A SPECIAL EVENT PERMIT.

Print Applicant's Name and Title: James Keomongkhar Manager

Applicant Signature:  Date: 01-25-2027

For Village Use Only:

Date Received: _____

Approved By:

_____ Community Events Committee Date of approval: _____

_____ Liquor Commission Date of approval: _____

_____ Administration

Date of Approval: _____

Comments for Office Use Only

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

APPLICATION FOR PERMIT FOR
SUPERVISED PUBLIC DISPLAY OF FIREWORKS

We RKM Fireworks hereby make application for a permit to
(Company, organization or individual)
conduct a public display of fireworks on the 19 day of March 2022
Said display to be held at Foot Bridge Near 600 Winters St. East Dundee Over Fox River
(Location, city, village of unincorporated area)

Firm and address of company providing fireworks RKM Fireworks
27383 MAY St Edwardsbury MI

Bond amount: \$ 1,000 (\$1,000.00 or more)

Cash _____ Personal check _____ Bonding Company _____ (Check one)

Has liability insurance been obtained? Yes ☒ No _____

All accidents must be reported to the Office of the State Fire Marshall within thirty-six hours of occurrence.

Signatures of applicants:

James Keomongkhon Age 37

_____ Age _____

*Application is to be submitted to appropriate local authority (City Councils in cities, the President and Board of Trustees in villages and incorporated towns, and outside the corporate limits of cities, villages and unincorporated towns, the County Board.)

**The form and amount of the bond is to be determined by the local authority, so long as it is not less in amount than \$1,000.00 and conditioned upon compliance with the Fireworks Regulation Act and the Rules of the State Fire Marshall. It can be a personal bond without sureties.

Date Received: _____

SPONSOR & CONTACT INFORMATION

EVENT SPONSOR

Name: Bandito Barney's Beach Club
Address: 10 N. River St, East Dundee, IL 60118
Phone: 847-426-7300
Email: _____

PRIMARY CONTACT

Name: James Keomanykhor
Address: 27383 MAY St. Edwardburg, MI 49112
Phone: 269-663-6110
Email: James@PkmFireworks.com

DESCRIPTION OF EVENT

Event Name: Dundee St Pat's Fireworks Display
Event Date (s): Saturday March 19, 2022 Hours: 7:00 pm to 9:30 pm
Location: Foot Bridge Between East & West Dundee over Fox River Expected Attendance: _____
Description of Event: Professional Fireworks Display

EVENT DETAILS – Check all boxes below that apply

- | | |
|---|---|
| <input checked="" type="checkbox"/> Fireworks | <input type="checkbox"/> Entertainment / Music |
| <input type="checkbox"/> Alcohol | <input type="checkbox"/> Sound Amplification |
| <input type="checkbox"/> Signs / Banners | <input type="checkbox"/> Outside Electrical Service |
| <input checked="" type="checkbox"/> Street Closures | <input type="checkbox"/> Outside Water Service |
| <input type="checkbox"/> Itinerant Merchants | <input type="checkbox"/> Temporary Structures |

Detailed plans & schedules shall be attached for all checked items. These plans should include dates, locations, times, maps noting street closures etc.

Please Note: Barricades for street closures must be arranged with Public Works Department.


Also Please Note: Permit applications are required for signage, fireworks, and Liquor.

- ✓ Attach detailed plans for Trash Collection & Removal, Security, Parking, and Restrooms.
- ✓ Attach additional maps, drawings or written information you feel are necessary to process your application.
- ✓ Submit this application & all attachments to the Community Development Dept., 100 Carrington Dr., West Dundee.

Approval of this application will reserve for the above mentioned applicant/organization the requested event date/place providing all requirements outlined by the Village of West Dundee have been met.

ASSUMPTION OF LIABILITY AND INDEMNIFICATION

If the special event request is approved, the sponsor shall assume full responsibility for compliance with all conditions, fees, or any cost associated with this event. The sponsor shall be strictly liable for the acts of its agents, volunteers, officers and employees and shall indemnify and hold harmless the Village of West Dundee, its officers, agents, and employees from any claim, suit or liability whatsoever including, but not limited to, any court costs or reasonable attorney's fees arising out of or in any way connected with any acts or omissions of sponsor, it's agents, volunteers, officers and employees, or the special event. The applicant will provide a certificate of insurance naming the Village as an additional, primary, non-contributory insured as may be required by the Village.

Applicant's Signature:  Date: 01-25-22

Note: All requests, depending on the type of event, shall be submitted at least 60-30 days prior to event date, as per Village Ordinance 3.8.

FOR OFFICE USE ONLY

Copies to:

Date Received: _____ () Police Dept () Public Works
Date Approved: _____ () Fire Dept () Community Development

FIREWORKS DISPLAY PERMIT APPLICATION



Class: B C Bond: \$1000 Fee: \$5.00 per day
Circle appropriate class See page 2

Fire Department
100 Carrington Drive
West Dundee, IL 60118
PH 847-551-3805 FX 847-551-3814

List name, address & phone numbers of two or more adults (over 18 years of age) or organizations that are sponsoring the display.

1. Roger Shelton / Bandito Barney's Beach club 847-426-7300
Name Daytime Phone
10 N. River St. East Dundee IL 60118
Street Address City State Zip
2. James Keomongkhon 269-663-6110
Name Daytime Phone
27383 MAY ST. Edwardsville MI 49112
Street Address City State Zip
3. Tom Kruza 709-785-2055
Name Daytime Phone
286 Washington St. Lowell IN 46356
Street Address City State Zip

Display Location: Near 600 water st. East Dundee, IL Foot bridge West Dundee, IL 60118
Street Address

Note: Display within 200 feet of another residence requires written approval of occupant

Directions to display location (attach map indicating location) Foot bridge over Fox River
Between East & West Dundee

Display to be conducted by: RKM Fireworks company 269-663-6110
Name of company Daytime Phone
27383 May St Edwardsville MI 49112
Street Address City State Zip

Company Representative: James Keomongkhon 269-663-6110
Name Daytime Phone
See Above
Street Address City State Zip

Display Date(s): SAT. March 19, 2022
Time(s): Between 7:00pm - 9:30pm Depending on Dark sky
Rain Dates(s): Sun. March 20, 2022
Time(s): // //

I have read and understand Title 5 Chapter 3 of the West Dundee Municipal Code, as amended, and duly sworn on oath that I executed the foregoing application and know the contents thereof, and the same is true to the best of my knowledge and belief.

Signature: [Signature] Date: 01-25-2022

PLEASE ATTACH ACTUAL LIABILITY INSURANCE POLICY TO THIS APPLICATION.
MINIMUM LIMITS OF \$1,000,000 PER OCCURRENCE AND \$4,000,000 EXCESS LIABILITY REQUIRED.

Submit completed application to Fire Department, 100 Carrington Drive, West Dundee, IL 60118



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	FAX (A/C, No): 216-658-7101
	PHONE (A/C, No, Ext): 216-658-7100	
INSURED RKM Fireworks Company & St. Evans, Inc. 27383 MAY STREET Edwardsburg MI 49112	E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B: Everest Denali Insurance Company	
	INSURER C: Axis Surplus Insurance Company	26620
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 846551012**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SI8ML02365-211	10/8/2021	10/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00264-211	10/8/2021	10/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000726434-01	10/8/2021	10/8/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability #2			SI8EX01820-211	10/8/2021	10/8/2022	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: 03/19/2022 Rain Date: 03/20/2022 Location: Water St. and Lincoln Ave., at the Dundee Foot Bridge in East Dundee, IL
Additionally Insured: Roger Shelton, as Sponsor; Dundee Township Park District; Village of East Dundee; Village of West Dundee; Bandito Barney's; for Permits only, East Dundee Fire District

CERTIFICATE HOLDER**CANCELLATION**

Roger Shelton 2230 Chapel Hill Road Zurich IL 60047	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACTIVE EXCAVATING AND WRECKING, INC.					
11619	WATER MAIN LEAK REPAIR	02/16/2022	3,645.00		60-33-5140
Total ACTIVE EXCAVATING AND WRECKING, INC.:			3,645.00		
ASSURANT FIRE PROTECTION, LLC					
11265	BACK INSP VH	01/26/2022	60.00		01-12-5110
11265	BACKFLOW INSP PD	01/26/2022	180.00		01-21-5121
11529	BACKFLOW DEVICE REPAIR - P	02/24/2022	950.00		01-21-5121
11265	BACKFLOW INSP W/S	01/26/2022	120.00		01-31-5110
11265	BACKFLOW INSP SS	01/26/2022	60.00		01-31-5197
11265	BACK FLOW INSP PW	01/26/2022	600.00		60-33-5110
11265	BACKFLOW INSP PW	01/26/2022	300.00		60-33-5111
Total ASSURANT FIRE PROTECTION, LLC:			2,270.00		
AT&T					
021322	SEWER AT&T	02/13/2022	227.41		60-33-5320
Total AT&T:			227.41		
B&F CONSTRUCTION CODE SERVICES INC					
15583	INSPECTIONS	02/24/2022	180.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			180.00		
BAXTER AND WOODMAN CONSULTING ENGINEERS					
231022	WELL #5 ENG SERV	01/21/2022	190.00		60-33-5220
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			190.00		
BEVERLY MATERIALS INC.					
274053	STONE - WATERMAIN BARRING	02/19/2022	475.46		60-33-5140
Total BEVERLY MATERIALS INC.:			475.46		
BLAIR MOTL					
030122	FACADE GRANT REIMB	03/01/2022	25,000.00		34-01-5876
Total BLAIR MOTL:			25,000.00		
BLUE CROSS BLUE SHIELD					
030122	BCBS ADMIN	03/01/2022	2,646.37		01-12-5060
030122	BCBS FIN	03/01/2022	609.39		01-14-5060
030122	BCBS PD	03/01/2022	19,564.31		01-21-5060
030122	BCBS BLDG	03/01/2022	1,652.97		01-25-5060
030122	BCBS PW	03/01/2022	5,026.78		01-31-5060
030122	BCBS EMP CONTRIB	03/01/2022	2,369.26		27-01-2207
030122	COBRA CONT	03/01/2022	1,127.37		27-01-2210
030122	BCBS RETIREES	03/01/2022	6,448.78		27-01-2210
030122	BCBS WTR/SWR	03/01/2022	6,682.19		60-33-5060
Total BLUE CROSS BLUE SHIELD:			46,127.42		
BOTTS WELDING & TRUCK SERVICE					
677684	DUMP BODY REPAIRS #33	02/19/2022	3,852.42		01-31-5120

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
677684	DUMP BODY REPAIRS #33	02/19/2022	3,852.42		60-33-5120
677684	DUMP BODY REPAIRS #33	02/19/2022	1,971.15		60-33-5120
Total BOTTS WELDING & TRUCK SERVICE:			9,675.99		
CENTURY SPRINGS					
2838368	WATER VH	02/18/2022	19.00		01-12-5630
2801653	WATER - PD	12/10/2021	37.76		01-21-5630
2831100	WATER - PD	02/04/2022	29.57		01-21-5630
2838367	WATER - PD	02/18/2022	54.14		01-21-5630
Total CENTURY SPRINGS:			140.47		
CINTAS FIRST AID & SAFETY					
4112289222	FLOOR MATS - VH	03/02/2022	26.59		01-12-5110
Total CINTAS FIRST AID & SAFETY:			26.59		
COM ED					
021422	COM ED VH	02/14/2022	109.11		01-31-5510
021422	TRAFFIC LIGHTS	02/14/2022	185.48		28-01-5510
Total COM ED:			294.59		
COMCAST					
140619301	COMCAST	02/15/2022	472.33		01-12-5320
Total COMCAST:			472.33		
COMPASS MINERALS AMERICA INC					
955635	COARSE ROCK SALT	02/16/2022	4,198.06		60-33-5650
Total COMPASS MINERALS AMERICA INC:			4,198.06		
COVERALL NORTH AMERICA DBA					
1010692979	CLEANING VH	03/01/2022	299.00		01-12-5110
1010692979	CLEANING POLICE	03/01/2022	595.00		01-21-5121
1010692979	CLEANING DEPOT	03/01/2022	95.00		01-31-5110
1010692979	CLEANING PW PRAIRIE LAKE	03/01/2022	236.00		01-31-5110
1010692979	CLEANING PW 401 ELGIN AVE	03/01/2022	236.00		60-33-5111
1010692979	CLEANING PW 446 ELGIN AVE	03/01/2022	95.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,556.00		
DUNDEE FORD					
845970	SQUAD MAINT	02/14/2022	775.92		01-21-5120
846323	SQUAD 39	02/25/2022	331.76		01-21-5120
Total DUNDEE FORD:			1,107.68		
DW-SERVANT FUND (EAST DUNDEE) LLC					
1 022522	BDD REVENUE GATEW	02/25/2022	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
EBY GRAPHICS					
8917	SQUAD #35 REMOVAL	02/25/2022	225.00		32-21-5942

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total EBY GRAPHICS:			225.00		
FULLIFE SAFETY CENTER					
66733	GAS SENSORS	02/24/2022	392.50		01-31-5630
66733	GAS SENSORS	02/24/2022	392.50		60-33-5630
Total FULLIFE SAFETY CENTER:			785.00		
GRAINGER, INC.					
9209052613	ROLL TOWELS	02/10/2022	56.78		01-31-5630
9209052613	ROLL TOWELS	02/10/2022	61.80		60-33-5630
9215988206	LANTERN BATTERY	02/17/2022	8.36		60-33-5630
Total GRAINGER, INC.:			126.94		
HELPING HAND IT					
22-39691	IT SERVICES	02/24/2022	168.75		01-12-5286
22-39715	IT SERVICES	02/28/2022	67.50		01-12-5286
22-39796	IT SERVICES	03/01/2022	1,223.27		01-12-5286
Total HELPING HAND IT:			1,459.52		
HOME DEPOT					
021322	PD CHIEFS OFFICE PAINT	02/13/2022	33.98		01-21-5121
021322	PW GARAGE REPAIR	02/13/2022	15.35		01-31-5110
021322	VH BREAK ROOM	02/13/2022	28.86		32-15-5948
021322	VH BREAK ROOM	02/13/2022	57.47		32-15-5948
Total HOME DEPOT:			135.66		
ILLINOIS ASSOC OF CHIEFS OF POLICE					
10456	ILACP CONFERENCE	02/17/2022	399.00		01-21-5430
Total ILLINOIS ASSOC OF CHIEFS OF POLICE:			399.00		
IMPACT NETWORKING					
2102924 - 1	COPIER C368	04/20/2021	14.91		01-12-5340
Total IMPACT NETWORKING:			14.91		
J.G. UNIFORMS, INC					
27776	NEW UNIFORM JK	12/21/2121	396.87		01-21-5080
94909	UNIFORM	02/15/2022	27.70		01-21-5080
94926	UNIFORM SB	02/16/2022	81.68		01-21-5080
95034	UNIFORM SB	02/18/2022	159.50		01-21-5080
95035	UNIFORM CHEVRONS	02/18/2022	56.00		01-21-5080
95305	UNIFORM	02/25/2022	120.00		01-21-5080
Total J.G. UNIFORMS, INC:			841.75		
Joseph Rybialek					
021422	MEAL REIMBURSEMEN	02/18/2022	56.24		01-21-5420
Total Joseph Rybialek:			56.24		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
KANE COUNTY CHIEF'S OF POLICE ASSOCIATIO					
1483	DUES & MEMBERSHIP	02/15/2022	50.00		01-21-5410
Total KANE COUNTY CHIEF'S OF POLICE ASSOCIATIO:			50.00		
KLEIN, THORPE AND JENKINS, LTD					
021722	PRO	02/17/2022	5,313.80		01-12-5230
021722	POLICE LEGAL SERV	02/17/2022	384.00		01-21-5230
021722	PW LEGAL SERV	02/17/2022	778.00		01-31-5230
021722	TIF #3 DOWNTOWN	02/17/2022	308.00		39-01-5230
021722	TIF #6 - RTE 25 S	02/17/2022	154.00		46-01-5230
021722	W/S LEGAL	02/17/2022	778.00		60-33-5230
021722	250 PATRICIA	02/17/2022	352.00		85-01-2393
Total KLEIN, THORPE AND JENKINS, LTD:			8,067.80		
LAKE JULIAN CONTRACTING INC					
1051	SPRING SEWER LINE	02/16/2022	800.00		01-31-5140
Total LAKE JULIAN CONTRACTING INC:			800.00		
M.E. SIMPSON COMPANY INC					
38209	LEAK DETECTIN SUR	02/16/2022	7,800.00		60-33-5290
Total M.E. SIMPSON COMPANY INC:			7,800.00		
MIDWEST SALT					
462685	COARSE SALT	02/25/2022	2,763.90		60-33-5650
Total MIDWEST SALT:			2,763.90		
NICOR GAS					
022322	NICOR S/W	02/23/2022	850.54		60-33-5510
Total NICOR GAS:			850.54		
OTTO ENGINEERING					
1112596	UNIFORM	02/17/2022	275.80		01-21-5080
Total OTTO ENGINEERING:			275.80		
P.F. PETTIBONE					
181764	RACIAL PROF FORMS	02/22/2022	155.00		01-21-5340
181778	BUSINESS CARDS JK	02/23/2022	89.80		01-21-5340
Total P.F. PETTIBONE:			244.80		
PACE ANALYTICAL SERVICES, LLC					
9501902	WATER TESTING	02/28/2022	205.00		60-33-5290
9501903	WW LAB TESTING	02/28/2022	3,091.75		60-33-5291
Total PACE ANALYTICAL SERVICES, LLC:			3,296.75		
PUMP SUPPLY					
82828-01	CHLORINE BOOSTER PUMP	02/28/2022	2,290.00		60-33-5130

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total PUMP SUPPLY:			2,290.00		
QUAD COM 9-1-1					
22-EDPD-03	RADIO DISPATCH	03/01/2022	13,454.39		01-21-5360
Total QUAD COM 9-1-1:			13,454.39		
QUADIENT FINANCE USA, INC					
022122	ADMIN POSTAGE	02/21/2022	2.42		01-12-5680
022122	FINANCE POSTAGE	02/21/2022	90.75		01-14-5680
022122	POLICE POSTAGE	02/21/2022	19.34		01-21-5680
022122	BLDG POSTAGE	02/21/2022	140.98		01-25-5680
022122	WATER POSTAGE	02/21/2022	108.73		60-33-5680
Total QUADIENT FINANCE USA, INC:			362.22		
STAN'S LPS MIDWEST					
365829	COPIER C2051	03/02/2022	47.45		01-37-5340
Total STAN'S LPS MIDWEST:			47.45		
STAPLES ADVANTAGE					
8065235474	OFFICE SUPPLIES PD	02/12/2022	268.57		01-21-5610
8065311482	OFFICE SUPPLIES PD	02/19/2022	432.08		01-21-5610
Total STAPLES ADVANTAGE:			700.65		
STEPHEN D. TOUSEY LAW OFFICES					
030122	LOCAL PROSECUTION	03/01/2022	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
STEVE BAIMA					
012422	MILEAGE/TRAINING	02/04/2022	327.60		01-21-5420
Total STEVE BAIMA:			327.60		
TG ANALYTICAL LABS					
90219	LAB WORK, ION EXCHANGE	02/04/2022	825.00		60-33-5130
Total TG ANALYTICAL LABS:			825.00		
TLO LLC					
022822	MEMBERSHIP	02/28/2022	75.00		01-21-5410
Total TLO LLC:			75.00		
ULTRA STROBE COMMUNICATIONS INC.					
80578	REMOVE EQUIP #35	02/22/2022	350.00		01-21-5120
80599	INSTALL EQUIPMENT	02/25/2022	119.95		32-21-5942
Total ULTRA STROBE COMMUNICATIONS INC.:			469.95		
UNIQUE PRODUCTS (ELGIN PAPER COMPANY)					
426065-1	PAPER SUPPLIES	02/16/2022	53.50		01-12-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total UNIQUE PRODUCTS (ELGIN PAPER COMPANY):			53.50		
USA BLUEBOOK					
882711	W LAB SUPPLIES	02/17/2022	721.50		60-33-5630
Total USA BLUEBOOK:			721.50		
VERIZON WIRELESS					
9899188022	VERIZON ADMIN	01/01/2022	56.49		01-12-5320
9899188022	VERIZON FIN	01/01/2022	56.49		01-14-5320
9899188022	VERIZON PD	01/01/2022	269.44		01-21-5320
9899188022	VERIZON B&Z	01/01/2022	56.49		01-25-5320
9899188022	VERIZON PW	01/01/2022	254.18		01-31-5320
9899188022	VERIZON SWR/WTR	01/01/2022	237.42		60-33-5320
Total VERIZON WIRELESS:			930.51		
WATER PRODUCTS COMPANY-AURORA					
0307981-2282	SGL REPAIR CLAMP	02/28/2022	433.20		60-33-5935
0307982-2282	SGL REPAIR CLAMP	02/28/2022	453.60		60-33-5935
Total WATER PRODUCTS COMPANY-AURORA:			886.80		
WILLIAM C ZELSDORF					
022322	DEPOT SALARY - 2/23/22-02/27/	02/23/2022	200.00		01-12-6010
Total WILLIAM C ZELSDORF:			200.00		
Grand Totals:			150,041.85		

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.



Proclamation for “Problem Gambling Awareness Month”

WHEREAS, the National Council on Problem Gambling has designated March 2022 as Problem Gambling Awareness Month; and

WHEREAS, prior to the current proliferation of legal gambling options, 2 million adults in the U.S. were estimated to meet criteria for severe gambling problems in a given year and another 4 to 6 million were considered to have mild or moderate gambling problems; and

WHEREAS, numerous individuals, professionals and organizations have dedicated their efforts to educating the public about problem gambling and the availability and effectiveness of treatment; and

WHEREAS, Associates in Behavioral Health Care, the National Council on Problem Gambling, the Illinois Department of Human Services and other organizations which treat those with gambling disorders invite all residents of East Dundee to participate in Problem Gambling Awareness Month.

NOW, THEREFORE, be it resolved that I, Jeff Lynam, acting under and by virtue of the authority vested in me by the Constitution of the State of Illinois and Laws of this Village of East Dundee, hereby proclaim March 2022 as

“Problem Gambling Awareness Month” in The Village of East Dundee

and encourage our residents to learn more about or seek help for gambling disorders by visiting the IDHS “We Know the Feeling” website or by contacting Associated in Behavioral Health Care at 847-791-4384.

IN WITNESS WHEREOF:

I have hereunto set my hand and caused this Seal of the Village of East Dundee be affixed hereto this 7th day of March in the year Two Thousand and Twenty-Two.



Jeffrey Lynam, Village President
Village of East Dundee