



## PRESIDENT AND BOARD OF TRUSTEES

### Regular Meeting

Monday, April 15, 2024

6:00 PM

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

1. Call to Order
2. Roll Call – Trustee Saviano
3. Pledge of Allegiance
4. Public Comment  
*Please keep comments to 5 minutes or less*
5. Consent Agenda
  - a. [Motion to Approve the Regular Village Board Meeting Minutes Dated March 4, 2024](#)
  - b. [Motion to Approve the Committee of the Whole Meeting Minutes Dated March 18, 2024](#)
  - c. [Motion to Approve the Regular Village Board Meeting Minutes Dated March 18, 2024](#)
  - d. [Motion to Accept the Warrants Lists in the Amounts of \\$271,072.50 and \\$408,136.27](#)
  - e. [Motion to Approve the Alcohol and Food Vendors Selection for the 2024 Event Season](#)
  - f. [Motion to Approve a Resolution Authorizing the Ratification of the Execution of a Certificate of Authority for State Contracts for the Village of East Dundee](#)
  - g. [Motion to Approve an Ordinance Granting a Class E-2 Liquor License to Lucy's Bistro LLC And Amending Section 116.05\(B\) of the Village Code to Increase the Number of Class E-2 Liquor Licenses \(Royals\)](#)
  - h. [Motion to Approve an Ordinance Granting a Special Use Permit for Tattooing as a Special Use Located in the B-3 Service Business District \(Portion of PIN 03-26-227-007\)](#)
6. Other Agenda Items
  - a. Dan Duda 20 Years of Service Recognition
  - b. [Motion to Approve the Findings of Fact Regarding a Variation from Section 156.04\(C\)\(1\)\(b\) Regarding the Maximum Square Feet Allowed for a Business Establishment Identification Wall Sign Located at 535 Dundee Avenue \(Portion of PIN 03-26-227-007\) Located in the B-3 General Service Business District](#)
  - c. [Motion to Approve an Ordinance Granting a Variation from Section 156.04\(C\)\(1\)\(b\) Regarding the Maximum Square Feet Allowed for a Business Establishment Identification Wall Sign Located at 535 Dundee Avenue \(Portion of PIN 03-26-227-007\) Located in the B-3 General Service Business District](#)
  - d. [Motion to Approve an Ordinance Extending the Term of a Special Use Permit for Outside](#)

- [Vehicle and Equipment Parking and Storage on the South Portion of the Property of the Future Heinz Road Extension Located at 590 Healy Road in the M-1 Manufacturing District](#)
  - e. [Motion to Approve a Resolution Adopting the East Dundee Riverfront Master Plan](#)
  - f. [Direction on Two Proposed Design Options for the Commercial Space and Parking Garage to be Constructed at 110 N. River St. in Downtown East Dundee](#)
  - g. [Motion to Approve a Resolution Adopting the Electronic Attendance at Village Meetings Policy](#)
  - h. [Motion to Approve an Ordinance Amending Section 30.20 of the Village of East Dundee Village Code Regarding Teleconferencing into Meetings](#)
- 7. Village President and Board Reports
  - a. [Arbor Day Proclamation](#)
- 8. Staff Reports
- 9. Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.
- 10. Adjournment



**CALL TO ORDER**

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

**ROLL CALL:**

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

Also in attendance are Administrator Erika Storlie, Finance and Administrative Services Director Brandiss West, Director of Public Works Phil Cotter, Assistant to the Administrator Franco Bottalico, Attorney Kelley Gandurski and Clerk Katherine Diehl.

**PLEDGE OF ALLEGIANCE: Recited**

**PUBLIC COMMENT:**

**Frank Scarpelli, Resident of East Dundee**

Scarpelli stated that regarding the proposed development for 406/408 Barrington Avenue, the only zoning classification for more than 2 units is R5-multiple dwelling. He said that by village code, this property could only accommodate 8 units and would need text amendments and variances.

**Mark Rakow, Resident of East Dundee**

Rakow requested that the Board only consider a single-family housing development for the 406/408 Barrington Avenue property.

**Peggy Scarpelli, Resident of East Dundee**

Scarpelli stated that she is not in favor of a multi-family housing development being proposed for 406/408 Barrington Avenue. She asked the Board to think about the Comprehensive Plan and the zoning and to speak with the neighbors.

**Karen Mensching, Resident of East Dundee**

Mensching voiced concerns of increased traffic and noise regarding a proposed multi-family housing development at 406/408 Barrington Avenue.

**Abraham Rojas, Resident of East Dundee**

Rojas asked the Board to consider the neighbors and a single-family development for 406/408 Barrington Avenue.

**Kim Brunner, Resident of East Dundee**

Brunner stated that she is not in favor of the proposed multi-residential development for 406/408 Barrington Avenue. She said the location should be considered only for single-residential development.

**Alina Kim**

Kim stated that she has had bad experiences with a business owner who is not returning deposits and is interfering with her business. She stated that she had gone to the police.

**CONSENT AGENDA:**

- a. **Motion to Approve the Regular Village Board Meeting Minutes Dated February 5, 2024**
- b. **Motion to Accept the Warrants List in the Amount of \$484,833.74**
- c. **Motion to Approve an Ordinance Proposing the Establishment of the Village of East Dundee Special Service Area Number \_\_\_\_ for Long-Term Maintenance of the Infrastructure at 1191 East Main Street**

Motion to Approve Consent Agenda **Items A and B** by Kunze/Treiber.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 1 – Saviano.

Motion carries.

Motion to Postpone Consent Agenda **Item C** to the March 18, 2024, Regular Village Board Meeting by Kunze/Mahony.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 1 – Saviano.

Motion carries.

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

**a. Motion to Accept the May 1, 2022 – April 30, 2023 Annual Comprehensive Financial Report for the Village and Police Pension Fund and Place it on File**

Motion to Accept the May 1, 2022 – April 30, 2023 Annual Comprehensive Financial Report for the Village and Police Pension Fund and Place it on File by Mahony/Brittin.

A representative of Lauterbach and Amen, LLP provided a brief overview of the SY2023 audit process.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 1 – Saviano.

Motion carries.

**b. Motion to Approve an Ordinance Granting an Extension of a Special Use Permit for Crushing and Recycling Concrete and Asphalt and Resale of the Material for a Portion of the Property Located at 590 Healy Road**

Motion to Approve an Ordinance Granting an Extension of a Special Use Permit for Crushing and Recycling Concrete and Asphalt and Resale of the Material for a Portion of the Property Located at 590 Healy Road by Brittin/Treiber.

#### **Discussion:**

Trustee Kunze questioned if there have been any complaints by the public regarding this property. Staff confirmed that there have been no new complaints. Applicant, Jeff Moyer of 590 Healy, LLC, stated that the reason for the extension request is due to a delay with the ComEd easement permit. He said once the permit is received, they can get moving quickly on the construction of the Heinz Road extension.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 1 – Saviano.

Motion carries.

**c. Draft Riverfront Master Plan Discussion**

Lacey Lawrence of Hitchcock Design Group presented a draft riverfront master plan report. She provided a community input summary from the online survey responses and community feedback from a meeting held last October.

**d. Downtown/Flats Area Sewer System Evaluation Survey Discussion**

Public Works Director Cotter stated that the study primarily involved manhole inspections and smoke testing in which Baxter & Woodman has compiled results of each phase. The report presents recommendations for 2024 and beyond. Cotter advised that smoke testing was done in the flats and downtown neighborhoods as those areas have been the biggest problem areas through the years regarding sanitary sewer system issues.

- e. **Motion to Approve a Resolution Authorizing the Village to Waive Competitive Bidding and Enter into an Agreement with J.M. Irrigation, LLC for the Depot Irrigation System Project in the Amount of \$26,200**

Motion to Approve a Resolution Authorizing the Village to Waive Competitive Bidding and Enter into an Agreement with J.M. Irrigation, LLC for the Depot Irrigation System Project in the Amount of \$26,200 by Kunze/Brittin.

**Discussion:**

Public Works Director Cotter explained that staff contacted several irrigation companies who indicated they could not comply with prevailing wage requirements. Staff were able to obtain proposals from two companies that install commercial irrigation systems and can comply with prevailing wage requirements. Administrator Storlie added that it is a practical reality that the Village could put this out to bid and spend a significant amount of staff time drafting RFP documents, but it is not likely that a contractor is going to come back and give a \$26,000 price when they are going to have to put in several thousand dollars in staff time to respond to the RFP. She explained that the smaller dollar amount projects are difficult to get a return on investment to obtain the best price for the residents while following competitive bidding regulations. She advised that the two bids that were obtained are very close to each other.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 1 – Saviano.  
Motion carries.

- f. ~~**Motion to Approve an Ordinance Authorizing Execution of a Development Agreement by and Between the Village of East Dundee and Billitteri Enterprises, LLC (406 408 Barrington Ave.)**~~ (Item postponed from the 2/19/24 meeting to the 3/4/24 meeting.) This proposal has been withdrawn and will not be discussed at this meeting.

**REPORTS: VILLAGE PRESIDENT and BOARD**

**Lynam: None**

**Brittin:** Reported that the Community Events and Depot Committee met and discussed several topics including Depot Council member selections, the Saturday Depot and Sunday Summer Markets, and the street parking pilot program, which she requests that the Board to revisit this topic in May or June. Trustee Mahony added that the Committee also discussed food trucks and will have a follow up meeting next Tuesday to go more into depth with the discussion.

**Kunze: None.**

**Mahony:** Reminded that the St. Patrick's Day Parade is this Saturday. Next Mahony stated that in regard to the dog ordinance enforcement, she would like to know specifically what increased measures are being proposed. She would also like to know how dog encounter incidents will be tracked, even for incidents when formal complaints are not made.

**Sauder: None**

**Saviano: None**

**Treiber: None**

**REPORTS: STAFF**

**Village Administrator:** Storlie congratulated Brandiss West and Ana Lopez on all their work with the audit process. She also gave a shout out to all of staff to which the public may not realize the amount of time, effort, energy, passion, and pain go into the day-to-day public service.

**Village Attorney: None**

**Police Chief: None**

**Public Works Director: None**  
**Building Inspector: None**  
**Finance Director: None**  
**Village Engineer: None**

**EXECUTIVE SESSION: None**

Motion to adjourn the Regular Village Board meeting at 7:31 p.m. to Executive Session for (c)(1) Personnel by Kunze/Treiber.

Roll: Ayes – 6 – Mahony, Kunze, Brittin, Treiber, Sauder and President Lynam. Nays – 0. Absent – 1 – Saviano.

Motion carries. Meeting Adjourns

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

Respectfully submitted,

Katherine Diehl

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

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

**CALL TO ORDER**

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

**ROLL CALL:**

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

Also in attendance are Administrator Erika Storlie, Chief of Police Josh Fourdyce, Finance and Administrative Services Director Brandiss West, Assistant to the Administrator Franco Bottalico, Attorney Stewart Weiss and Clerk Katherine Diehl.

Motion to allow Trustee Treiber to participate via telephone by Brittin/Mahony.

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

**PUBLIC COMMENT:**

**Richard Storm, Resident of East Dundee**

Storm stated that he has lived in East Dundee for over 45 years and is very happy here. He stated that last week, he had a notice on his door claiming that the village may take his property in regard to the riverfront master plan. He stated that he visited the Village website and saw an article in the e-newsletter that listed his property in a potential redevelopment area. He requested that no redevelopment occur north of Maiden Lane.

**Jason Solarz, Representative of Warner & Troost Monument Company**

Solarz stated that the monument company purchased the land and started the business at its current location in 1909. He advised that the company is very community oriented. He said they are excited for the development along the river but hopes to remain in their current location and be included in future plans for the river front development.

**Kim Oclon Resident of East Dundee**

In reference to Mr. Storm's concern about his property possibly being included in a redevelopment area, Oclon asked the Board to consider revising how it is labeled in the plan or remove it altogether.

**AGENDA ITEMS:**

**a. Flock Automatic License Plate Recognition Discussion**

A Flock representative gave a presentation on the Automatic License Plate Recognition (ALPR) system and surveillance tools designed to capture and process images of vehicle license plates automatically. He explained that the technology provides real-time alerts and provides free sharing between departments that use the Flock system to aid in crime prevention and community safety. Administrator Storlie stated that there appears to be a consensus to proceed with Flock technology. She said this will appear on an agenda in the future for approval. She advised that staff are still working out cost-sharing with the truck parking facility in town to attempt to get some reimbursement for some of the costs involved. Trustee Brittin asked that an internal policy be written and included.

**b. Roberts Rules of Order Training**

Attorney Weiss, of Elrod Friedman Law Firm, conducted training on Robert's Rules of Order and Village Board procedures.

**c. PatronScan Scanning and Database Technology Discussion**

Chief Fourdyce gave a presentation on PatronScan technology. He advised that PatronScan was recommended to the Village by the owner of DC Cobbs. The technology helps verify IDs, detect fake IDs, manage the guest list, and identify individuals who have been banned from establishments due to past bad behavior. Chief Fourdyce stated that this will help improve public safety downtown and information can be shared between establishments using PatronScan technology. Trustee Brittin questioned if this will be proposed as a requirement of the business owners. Administrator Storlie responded that she would like to gather feedback from the Board and the establishments. She explained that this could be one tool of many to utilize in making some improvements. She said today she wanted to talk about and understand the technology and identify advantages and disadvantages to help decide if it is a good fit for the Village or not. Trustee Brittin voiced a concern with the collecting and/or storing of personal information by this technology. Attorney Weiss advised that there was a case filed in Cook County against PatronScan that was not necessarily about the reading of the ID but rather for a function that did a full biometric scan of someone's face to compare to the photo on the ID. He said a bar in Chicago was doing this. He explained that Illinois has the most stringent regulations on the collection and maintenance of biometric data along with extreme penalties. He said the scanning of IDs only would be ok. The Board agreed that more research and discussions with bar owners is needed. The cost and funding also need to be further discussed. Trustee Sauder stated that it would be helpful to know what other communities are using. Chief Fourdyce responded that McHenry is currently using PatronScan and it is going to the Board for approval by Woodstock as well.

**d. Liquor Tax Discussion**

Administrator Storlie explained that a liquor tax, a food and beverage tax, or an increase to the BDD tax could be options to help fund the cost of the new parking garage without putting the financial burden on the residents. Trustee Brittin requested that the BDD tax, Illinois Sales tax, Home Rule sales tax and Regional Transportation Authority (RTA) tax be incorporated into the municipality comparative chart so that an overall total could be calculated for each. Trustee Kunze suggested raising the Home Rule Sales tax as an option, even if only by a quarter percent. Administrator Storlie stated that there are some options here to work with that are in line with what other communities are doing. In addition to an updated comparative tax chart, she said that she would provide the Board with a debt structure chart so that all information could be taken into consideration to help decide the best thing to do and when. She does feel there is room to implement something small at this time. She is encouraged by the reduction of the Village's overall debt and being in a good fiscal position.

Motion to adjourn the Regular Village Board meeting at 8:05 p.m. by Kunze/Brittin.

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

Respectfully submitted,

Katherine Diehl

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

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

**CALL TO ORDER**

President Lynam calls to order the Village of East Dundee Regular Village Board Meeting at 8:15 p.m.

**ROLL CALL:**

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

Also in attendance are Administrator Erika Storlie, Chief of Police Josh Fourdyce, Finance and Administrative Services Director Brandiss West, Director of Public Works Phil Cotter, Building Inspector Chris Ranieri, Assistant to the Administrator Franco Bottalico, Management Intern Caleb Haydock, Village Engineer Joe Heinz, Attorney Steward Weiss and Clerk Katherine Diehl.

Motion to Allow Trustee Treiber to participate via telephone by Mahony/Brittin.

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

**PLEDGE OF ALLEGIANCE: Recited**

**PUBLIC COMMENT: None**

**PUBLIC HEARING:**

- a. For a Request for a Variance from Section 156.04(C)(1)(b) Regarding the Maximum Square Feet Allowed for a Business Establishment Identification Wall Sign for the Property Located at 535 Dundee Ave., East Dundee IL, 60118, Portion of PIN 03-26-227-007, in the B-3 Business District**

*President Lynam opened the public hearing.*

Karen Dodge, representative for the sign company, was present to answer any questions. In response to Trustee Sauder's question asking why the mall owner does not wish to change the name of "Elgin Mall" to avoid confusion of its new East Dundee location, Administrator Storlie advised that she had a discussion with the owner previously and the applicant is of the strong belief that the Elgin Mall name is vitally important to their customer base and did not wish to change it. She added that a business may choose any name so long as it is not profane or obscene. Several Board members stated that they do not have issue with the size or scale of the proposed sign, however, they said that they would like to see "East Dundee" added to the sign.

There were no other comments or questions from the public.

Motion to close the public hearing by Mahony/Brittin.

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

**CONSENT AGENDA:**

- a. Motion to Approve the Regular Village Board Meeting Minutes Dated February 19, 2024**
- b. Motion to Accept the Warrants Lists in the Amount of \$ 207,915.33**
- c. Motion to Approve a Special Ordinance Authorizing the Ceding of Private Activity Bonding Authority**

- d. **Motion to Approve a Resolution Awarding a Bid to Schroeder Asphalt Services, Inc. in the Amount of \$549,216.44 for the 2024 Street Improvement Project and Authorize a Total Expenditure of up to the Budgeted Amount of \$585,000**
- e. **Motion to Approve an Ordinance Amending Village Code Chapters 70 and 71, Traffic Code General Provisions and Traffic Schedules**
- f. **Motion to Approve a Resolution Amending Resolution 31-23 with Regard to Start Time of the Planning, Zoning and Historic Commission Meetings**
- g. **Motion to Approve the Findings of Fact Regarding a Variation from Section 156.04(C)(1)(b) Regarding the Maximum Square Feet Allowed for a Business Establishment Identification Wall Sign Located at 535 Dundee Avenue in the B-3 General Service Business District**
- h. **Motion to Approve an Ordinance Granting a Variation from Section 156.04(C)(1)(b) Regarding the Maximum Square Feet Allowed for a Business Establishment Identification Wall Sign Located at 535 Dundee Avenue in the B-3 General Service Business District**

Motion to Approve Consent Agenda **Items A, B, C, D, E and F** by Kunze/Mahony.

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

Motion carries.

Motion to Approve Consent Agenda **Items G and H** by Mahony/Brittin.

**Discussion:**

Trustee Brittin stated that she would like for the “Elgin” wording on the sign to be smaller in size and for “Mall” to be larger or to have “East Dundee” added to the sign. Being the gateway to the Village, some Board members voiced concern for confusion of the location having a different town name on the sign. Trustee Saviano commented that “Elgin Mall” is their branding and this is a smart business decision for them since this is how they are known to their following. Trustee Sauder stated that given that the mall is located at the gateway to the village, he would like to open a dialogue with the applicant to see if they are open to modifying the name or would consider other design elements to make it more clear to mall visitors that they are no longer in Elgin. Trustee Mahony stated that the Elgin Mall has been in business in Elgin for over 22 years and they have a large, regional following. She advised that both the business owner and property owner have put significant money into this project. She said they have a brand equity where all of their business vendors licenses are attached to the Elgin Mall, and she is not in favor of changing their name. All agreed that they do not have issue with the size or scale of the sign, however, some would like to see “East Dundee” incorporated into the proposed sign in some way.

Motion to Postpone Consent Agenda Items G and H to the Regular Village Board Meeting on April 15, 2024, by Brittin/Mahony.

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

Motion carries.

**OTHER AGENDA ITEMS:**

**a. Spongy Moth Program Discussion**

Public Works Director Cotter stated that according to the Department of Agriculture, the Village is in a good place due to treatment and does not believe treatment will be necessary for 10 or more years. He advised that the village would continue to trap and evaluate traps on a yearly basis.

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



President Lynem advised that this item is being pulled from the agenda.

**REPORTS: VILLAGE PRESIDENT and BOARD**

**Lynam:** Thanked staff for their efforts with the St. Patrick's Day Parade preparations.

**Brittin:** None

**Kunze:** Reported that he walked in the St. Patrick's Day Parade and thanked staff for their efforts with preparations.

**Mahony:** Reported that it was a great St. Patrick's Day Parade. She also advised that May 11 is opening day for the Saturday Depot Market. She asked Chief Fourdyce if the number of police-related incidents on March 9 (St. Pat's Day festivities) was higher than usual. Fourdyce replied that there was a higher number than usual of incidents. He added that the department was well staffed with 7 officers in preparation.

**Sauder:** Thanked Public Works for their help with flood mitigation at 1<sup>st</sup> and Michigan Streets. He advised that they found a plug in one of the inlets and cleared it out.

**Saviano:** Thanked staff for their efforts with the St. Patrick's Day Parade. She announced that the Arts Council voted on the most creative shamrock display, which was awarded to River Lee's.

**Treiber:** None

**REPORTS: STAFF**

**Village Administrator:** None

**Village Attorney:** Stewart Weiss recognized Kelsea Nolot of Elrod Friedman Law Firm in the audience.

**Police Chief:** Fourdyce reported that the St. Patrick's Day Parade went well and there were no real issues involving the police department. He thanked Village Management Intern Caleb Haydock for his work in making the animal control ordinance video.

**Public Works Director:** Reported that the picnic tables have been removed from the Depot grounds in making room for the new tables. He advised that two concrete pads have been installed for ADA compliant tables to be stationed at.

**Building Inspector:** None

**Finance Director:** None

**Village Engineer:** None

**EXECUTIVE SESSION: None**

Motion to adjourn the Regular Village Board meeting at 9:00 p.m. by Mahony/Brittin.

Roll: Ayes – 7 – Mahony, Kunze, Brittin, Saviano, Treiber, Sauder and President Lynam. Nays – 0. Absent – 0.

Motion carries. Meeting Adjourns

Respectfully submitted,

Katherine Diehl

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

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

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>AT&amp;T</b>					
031324	ATT W/S	03/13/2024	364.17		60-33-5320
Total AT&T:			364.17		
<b>B&amp;F CONSTRUCTION CODE SERVICES INC</b>					
19018	INSPECTIONS	03/14/2024	315.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			315.00		
<b>BAXTER AND WOODMAN CONSULTING ENGINEERS</b>					
256961	MISC GIS	03/19/2024	570.00		01-31-5220
256941	WATER SYSTEM SURVEY	03/19/2024	2,085.00		60-33-5220
256954	WATER AND SEWER RATE STU	03/19/2024	1,197.50		60-33-5220
256959	STANDPIPE EVAL ENG	03/19/2024	3,148.75		60-33-5220
256954	WATER AND SEWER RATE STU	03/19/2024	1,197.50		60-33-5221
256945	LEAD SERVICE INVENTORY	03/01/2094	4,038.75		60-33-5946
256948	LEAD SERVICE INVENTORY	03/19/2024	5,198.75		60-33-5946
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			17,436.25		
<b>BLUE CROSS BLUE SHIELD</b>					
030124	BCBS ADMIN	03/01/2024	3,882.28		01-12-5060
030124	BCBS FIN	03/01/2024	1,000.56		01-14-5060
030124	BCBS PD	03/01/2024	28,535.93		01-21-5060
030124	BCBS BLDG	03/01/2024	1,809.35		01-25-5060
030124	BCBS PW	03/01/2024	6,507.24		01-31-5060
030124	BCBS EMP CONTRIB	03/01/2024	5,075.60		27-01-2207
030124	BCBS RETIREES	03/01/2024	6,021.28		27-01-2210
030124	BCBS WTR/SWR	03/01/2024	8,144.85		60-33-5060
Total BLUE CROSS BLUE SHIELD:			60,977.09		
<b>CINTAS FIRST AID &amp; SAFETY</b>					
4186313354	MATS - VH	03/13/2024	53.57		01-12-5110
4186313846	MATS PD	03/13/2024	50.77		01-21-5121
Total CINTAS FIRST AID & SAFETY:			104.34		
<b>CLARK HILL PLC</b>					
1416572	LEGAL SERV	03/21/2024	426.00		01-31-5230
1416572	LEGAL SERV PW	03/21/2024	106.50		01-31-5230
Total CLARK HILL PLC:			532.50		
<b>DIRECT ENERGY</b>					
240650053842	STREET LIGHTS	03/05/2024	283.95		01-31-5510
240650053842	W & WW UTILITIES	03/05/2024	12,884.27		60-33-5510
Total DIRECT ENERGY:			13,168.22		
<b>DOWN TO EARTH LANDSCAPING</b>					
95711	SOIL & MULCH	03/15/2024	160.00		01-31-5110
95709	SOIL	03/15/2024	30.00		01-31-5150
95710	SOIL	03/15/2024	60.00		01-31-5150

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DOWN TO EARTH LANDSCAPING:			250.00		
<b>DW-SERVANT FUND (EAST DUNDEE) LLC</b>					
1 032624	BDD DUNDEE GATEWA	03/26/2024	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
<b>ELROD FRIEDMAN LLP</b>					
022924	PROFESSIONAL SERVICES	02/29/2024	9,497.00		01-12-5230
022924	POLICE LEGAL	02/29/2024	3,566.50		01-21-5230
022924	TIF 3 DOWNTOWN	02/29/2024	4,794.00		39-01-5230
022924	PAL LAND LLC	02/29/2024	2,170.00		85-01-2382
022924	590 HEALY RD	02/29/2024	282.00		85-01-2395
022924	HIGH STREET	02/29/2024	329.00		85-01-2401
Total ELROD FRIEDMAN LLP:			20,638.50		
<b>ENCORE CONCRETE COATINGS, INC</b>					
9703	DEPOT BATHROOM FLOORING	01/29/2024	1,960.00		34-01-5945
Total ENCORE CONCRETE COATINGS, INC:			1,960.00		
<b>GALLS PARENT HOLDINGS, LLC</b>					
27344877	UNIFORM ALLOW. - KM	03/12/2024	61.75		01-21-5080
27362355	UNIFORM ALLOW. - KM	03/13/2024	128.25		01-21-5080
Total GALLS PARENT HOLDINGS, LLC:			190.00		
<b>GEMINI PRODUCTIONS, INC</b>					
BSE-80472	STRUNG OUT WDW	01/09/2024	1,750.00		01-37-5290
Total GEMINI PRODUCTIONS, INC:			1,750.00		
<b>GOVERNMENT FINANCE OFFICES ASSOCIATION</b>					
792810	TRAINING BW	03/18/2024	315.00		01-14-5430
Total GOVERNMENT FINANCE OFFICES ASSOCIATION:			315.00		
<b>GRAINGER, INC.</b>					
9059058272	STREET LIGHT FUSES	03/20/2024	60.20		01-31-5150
9051556646	WTP BRINE PUMP PARTS	03/13/2024	35.53		60-33-5130
Total GRAINGER, INC.:			95.73		
<b>H&amp;H ELECTRIC CO.</b>					
43274	STREET LIGHT REPAIR	01/27/2024	2,581.55		01-31-5150
Total H&H ELECTRIC CO.:			2,581.55		
<b>HAWKINS, INC.</b>					
6709468	WTP CHEMICALS	03/14/2024	280.00		60-33-5650
6709469	WTP CHEMICALS	03/14/2024	10.00		60-33-5650
Total HAWKINS, INC.:			290.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>HINCKLEY SPRINGS</b>					
23907757 0316	VH WATER	03/16/2024	50.85		01-12-5630
23840544 0316	PD WATER	03/18/2024	172.03		01-21-5630
Total HINCKLEY SPRINGS:			222.88		
<b>HOME DEPOT</b>					
031324	OPER SUPPLIES	03/13/2024	168.20		01-31-5630
031324	TOOLS	03/13/2024	508.87		01-31-5640
031324	VH	03/13/2024	295.82		32-15-5948
031324	DEPOT	03/13/2024	84.60		34-01-5945
Total HOME DEPOT:			1,057.49		
<b>ILLINOIS COUNTIES RISK MANAGEMENT TRUST</b>					
R3-1000551-23	ICRMT ADMIN	03/19/2024	12,750.73		01-12-5520
R3-1000551-23	ICRMT FIN	03/19/2024	9,560.56		01-14-5520
R3-1000551-23	ICRMT PD	03/19/2024	52,091.47		01-21-5520
R3-1000551-23	ICRMT BLDG	03/19/2024	6,374.87		01-25-5520
R3-1000551-23	ICRMT PW	03/19/2024	9,688.36		01-31-5520
R3-1000551-23	ICRMT W/S	03/19/2024	9,227.01		60-33-5520
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST:			99,693.00		
<b>ILLINOIS PUBLIC RISK FUND</b>					
91508	W/C ADMIN	03/18/2024	743.90		01-12-5520
91508	W/C FIN	03/18/2024	374.45		01-14-5520
91508	W/C PD	03/18/2024	4,343.62		01-21-5520
91508	W/C BLDG	03/18/2024	374.45		01-25-5520
91508	W/C W/S	03/18/2024	748.90		01-31-5520
91508	W/C PW	03/18/2024	898.68		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			7,484.00		
<b>INTOXIMETERS</b>					
756264	PAPER	03/15/2024	57.50		01-21-5716
Total INTOXIMETERS:			57.50		
<b>KANE COUNTY CHIEF'S OF POLICE ASSOCIATIO</b>					
1639	MEMBERSHIP	12/18/2023	50.00		01-21-5410
Total KANE COUNTY CHIEF'S OF POLICE ASSOCIATIO:			50.00		
<b>KRISTI CICHON</b>					
031824	SUPERFLY SYMPHONY WDW	03/18/2024	1,800.00		01-37-5290
Total KRISTI CICHON:			1,800.00		
<b>LAUTERBACH &amp; AMEN, LLP</b>					
85830	AUDIT	12/30/2023	1,400.00		01-14-5210
85830	BDD GATEWAY	12/30/2023	202.72		33-01-5210
85830	BDD DUND CROSS	12/30/2023	202.72		34-01-5210
85830	TIF PRAIRIE LAKES	12/30/2023	202.74		35-01-5210
85830	TIF CRISTINA DR	12/30/2023	202.72		36-01-5210
85830	TIF DUND CROSS	12/30/2023	202.72		38-01-5210
85830	TIF DOWNTOWN REDEV	12/30/2023	202.72		39-01-5210

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
85830	TIF RTE 68	12/30/2023	202.74		42-01-5210
85830	TIF RTE 25	12/30/2023	202.74		46-01-5210
85830	TIF N COOK CTY	12/30/2023	202.72		47-01-5210
85830	TIF PENNY AVE	12/30/2023	202.72		56-01-5210
85830	TIF S IL RT 72	12/30/2023	202.74		57-01-5210
85830	AUDIT	12/30/2023	600.00		60-33-5210
Total LAUTERBACH & AMEN, LLP:			4,230.00		
<b>MEYER SIGNS</b>					
10623	LOGOS ON PW TRUCKS/EQUIP	03/19/2024	472.00		01-31-5120
Total MEYER SIGNS:			472.00		
<b>NORTHWESTERN MEDICINE OCCUPATIONAL HEALT</b>					
040124	PD EMPLOYEE SCREENGIN	04/01/2024	248.00		01-21-5240
040124	PW MEDICAL	04/01/2024	130.00		60-33-5240
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			378.00		
<b>OZUNA DESIGN REMODELING INC</b>					
032224	DEPOT BATHROOM REMODE	03/22/2024	3,700.00		34-01-5945
Total OZUNA DESIGN REMODELING INC:			3,700.00		
<b>PHOTODIDDLE, LLC</b>					
1025	STEVVIE MCVIE WDW	01/08/2024	1,800.00		01-37-5290
Total PHOTODIDDLE, LLC:			1,800.00		
<b>PITNEY BOWES GLOBAL FINANCIAL SERVICES</b>					
031824	PREFUND POSTAGE	03/18/2024	550.00		01-12-5680
031824	PREFUND POSTAGE	03/18/2024	500.00		01-14-5680
031824	PREFUND POSTAGE	03/18/2024	600.00		01-21-5680
031824	PREFUND POSTAGE	03/18/2024	750.00		01-25-5680
031824	PREFUND POSTAGE	03/18/2024	100.00		01-31-5680
031824	PREFUND POSTAGE	03/18/2024	650.00		01-37-5680
031824	PREFUND POSTAGE	03/18/2024	2,500.00		60-33-5680
Total PITNEY BOWES GLOBAL FINANCIAL SERVICES:			5,650.00		
<b>RUSSO</b>					
031424	30646	03/14/2024	367.64		01-31-5130
031424	30647	03/14/2024	467.68		01-31-5130
031424	30648	03/14/2024	130.32		01-31-5130
031424	30649	03/14/2024	91.22		01-31-5130
031424	30650	03/14/2024	141.67		01-31-5130
031424	539137	03/14/2024	519.00		01-31-5130
Total RUSSO:			1,717.53		
<b>SAFEGUARD BUSINESS SYSTEMS</b>					
9004242185	CHECK ORDER	03/21/2024	1,349.58		01-14-5340
Total SAFEGUARD BUSINESS SYSTEMS:			1,349.58		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>STANDARD INSURANCE COMPANY</b>					
021524	ADMIN	02/15/2024	60.90		01-12-5060
03012024	ADMIN	03/01/2024	8.13		01-12-5060
030124	ADMIN	03/01/2024	233.48		01-12-5060
021524	FINANCE	02/15/2024	32.63		01-14-5060
03012024	FINANCE	03/01/2024	2.58		01-14-5060
030124	FINANCE	03/01/2024	44.47		01-14-5060
021524	POLICE	02/15/2024	348.00		01-21-5060
03012024	POLICE	03/01/2024	66.95		01-21-5060
030124	POLICE	03/01/2024	1,404.96		01-21-5060
021524	BUILDING	02/15/2024	27.19		01-25-5060
03012024	BUILDING	03/01/2024	4.71		01-25-5060
030124	BUILDING	03/01/2024	87.19		01-25-5060
021524	PW	02/15/2024	92.05		01-31-5060
03012024	PW	03/01/2024	22.05		01-31-5060
030124	PW	03/01/2024	344.92		01-31-5060
021524	EMPLOYEE	02/15/2024	251.18		27-01-2208
03012024	EMPLOYEE	03/01/2024	341.84		27-01-2208
030124	EMPLOYEE	03/01/2024	364.55		27-01-2208
021524	W/S	02/15/2024	134.48		60-33-5060
03012024	W/S	03/01/2024	26.16		60-33-5060
030124	W/S	03/01/2024	430.62		60-33-5060
Total STANDARD INSURANCE COMPANY:			4,329.04		
<b>STAPLES ADVANTAGE</b>					
8073556981	PD	03/09/2024	38.08		01-21-5630
Total STAPLES ADVANTAGE:			38.08		
<b>SUBURBAN ELEVATOR</b>					
8106508075	QUATERLY PREVENTIVE MAINT	04/01/2024	611.58		01-21-5121
Total SUBURBAN ELEVATOR:			611.58		
<b>THE FUNKY BRUSH AND PALETTE, LLC</b>					
031424	WDW 7/10/24	03/14/2024	105.00		01-37-5290
031424	OKF FEST 2024	03/14/2024	300.00		01-37-5290
031424	DICKENS 2024	03/14/2024	90.75		01-37-5290
Total THE FUNKY BRUSH AND PALETTE, LLC:			495.75		
<b>TRAFFIC CONTROL &amp; PROTECTION, LLC</b>					
4033	BARRICADE FEET	03/08/2024	182.00		01-31-5150
Total TRAFFIC CONTROL & PROTECTION, LLC:			182.00		
<b>TRAFFIC LOGIX</b>					
24248	MAINTENANCE	03/15/2024	1,000.00		01-21-5130
Total TRAFFIC LOGIX:			1,000.00		
<b>TRUE PATRIOTS CARE</b>					
24010	WALL THAT HEALS	03/08/2024	5,000.00		01-37-5290
Total TRUE PATRIOTS CARE:			5,000.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>VERIZON WIRELESS</b>					
9958756387	VERIZON ADMIN	03/10/2024	92.49		01-12-5320
9958756387	VERIZON FIN	03/10/2024	92.47		01-14-5320
9958756387	VERIZON PD	03/10/2024	331.59		01-21-5320
9958756387	VERIZON B&Z	03/10/2024	56.46		01-25-5320
9958756387	VERIZON SWR/WTR	03/10/2024	312.21		01-31-5320
9958756387	VERIZON PW	03/10/2024	156.07		60-33-5320
9959162228	W/WW DIALER MODEMS	03/14/2024	37.16		60-33-5320
Total VERIZON WIRELESS:			1,078.45		
<b>VERMEER - ILLINOIS INC.</b>					
84073	BRUCH CHIPPER PM SERVICE	03/15/2024	1,975.48		01-31-5130
Total VERMEER - ILLINOIS INC.:			1,975.48		
<b>WASTE MANAGEMENT OF ILLINOIS</b>					
9964-2776-1	DISPOSAL OF MISC MATERIAL	03/19/2024	487.17		01-31-5570
Total WASTE MANAGEMENT OF ILLINOIS:			487.17		
<b>WEST, BRANDISS</b>					
031424	MILEAGE - ETHICS TRAINING	03/14/2024	43.42		01-14-5420
031424	MILEAGE - 2024 ELS	03/14/2024	41.88		01-14-5420
Total WEST, BRANDISS:			85.30		
<b>ZELLER CREATIVE GROUP</b>					
24062	EAST DUNDEE PINS	03/18/2024	992.65		01-12-5630
Total ZELLER CREATIVE GROUP:			992.65		
Grand Totals:			271,072.50		

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>10-41 INC</b>					
031324	HEALTH AND WELLNESS	03/13/2024	1,200.00		01-21-5090
Total 10-41 INC:			1,200.00		
<b>855 MAIN STREET LLC</b>					
040524	REFUND - ESCROW REDUCTI	04/05/2024	500.00		85-01-2380
Total 855 MAIN STREET LLC:			500.00		
<b>A PLUS FIRE PROTECTION SERVICES, LLC</b>					
2036563-2036	FIRE EXT INSP/TAG	04/04/2024	87.45		01-12-5110
2036563-2036	FIRE EXT INSP/TAG/RECHARG	04/04/2024	293.75		01-21-5121
2036563-2036	FIRE EXT INSP/TAG	04/04/2024	173.05		01-31-5110
2036563-2036	FIRE EXT INSP/TAG	04/04/2024	60.70		01-31-5195
2036563-2036	FIRE EXT INSP/TAG	04/04/2024	60.70		01-31-5196
2036563-2036	FIRE EXT INSP/TAG	04/04/2024	230.25		60-33-5110
2036563-2036	FIRE EXT INSP/TAG	04/04/2024	217.70		60-33-5111
Total A PLUS FIRE PROTECTION SERVICES, LLC:			1,123.60		
<b>ACE HARDWARE</b>					
033124	STAPLES AND TRASH CAN - S	03/31/2024	113.96		01-31-5630
033124	TRASH CAN - SPEC EVENT SIG	03/31/2024	40.99		01-31-5630
033124	PAINT ROLLER - SHAMROCKS	03/31/2024	13.98		01-31-5630
033124	TAPE	03/31/2024	5.99		01-31-5630
033124	MISC TOOLS	03/31/2024	279.91		01-31-5640
033124	ST PATS PARADE	03/31/2024	81.09		01-37-5631
033124	COUPLING	03/31/2024	8.59		60-33-5630
033124	HOSE - WW	03/31/2024	23.99		60-33-5630
Total ACE HARDWARE:			568.50		
<b>AFLAC</b>					
521945	AFLAC	03/26/2024	759.68		27-01-2215
Total AFLAC:			759.68		
<b>ALTORFER INDUSTRIES INC.</b>					
46170	LIGHT FOR BACKHOE	03/25/2024	232.18		01-31-5120
46170	LIGHT FOR BACKHOE	03/25/2024	232.18		60-33-5120
Total ALTORFER INDUSTRIES INC.:			464.36		
<b>AMERICAN LEGAL PUBLISHING CORPORATION</b>					
32854	CODE UP-DATE	03/31/2024	210.00		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			210.00		
<b>ASSURANT FIRE PROTECTION, LLC</b>					
22777	VH FIRE ALARM	03/28/2024	615.00		01-12-5110
22810	VH BACKFLOW INSP	03/29/2024	60.00		01-12-5110
22768	FIRE ALARM PD	03/28/2024	615.00		01-21-5121
22779	BACK FLOW PW GARAGE REP	03/28/2024	180.00		01-31-5110
22788	PW FIRE ALARM	03/28/2024	615.00		01-31-5110
22776	FIRE ALARM WTP	03/28/2024	615.00		60-33-5110
22806	WATER BACKFLOW	03/29/2024	360.00		60-33-5110



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
22786	FIRE ALARM WW	03/28/2024	615.00		60-33-5111
22787	FIRE ALARM WW	03/28/2024	615.00		60-33-5111
22807	WW BACKFLOW	03/29/2024	355.00		60-33-5111
Total ASSURANT FIRE PROTECTION, LLC:			4,645.00		
<b>BATEMAN LAW OFFICES, LTD</b>					
040424	EDPD AA HEARING	04/04/2024	593.75		01-21-5230
Total BATEMAN LAW OFFICES, LTD:			593.75		
<b>BLUE CROSS BLUE SHIELD</b>					
040124	BCBS ADMIN	04/01/2024	3,882.28		01-12-5060
040124	BCBS FIN	04/01/2024	1,000.56		01-14-5060
040124	BCBS PD	04/01/2024	28,535.93		01-21-5060
040124	BCBS BLDG	04/01/2024	1,809.35		01-25-5060
040124	BCBS PW	04/01/2024	6,507.24		01-31-5060
040124	BCBS EMP CONTRIB	04/01/2024	5,075.60		27-01-2207
040124	BCBS RETIREES	04/01/2024	6,021.28		27-01-2210
040124	BCBS WTR/SWR	04/01/2024	8,144.85		60-33-5060
Total BLUE CROSS BLUE SHIELD:			60,977.09		
<b>BONNELL INDUSTRIES</b>					
159821	DUMP TRUCK BODY	04/08/2024	119,354.00		32-31-5930
Total BONNELL INDUSTRIES:			119,354.00		
<b>C. ACITELLI HEATING AND PIPING CONTR.</b>					
37943	VH BOILER ASSESSMENT	03/13/2024	258.00		01-12-5110
37986	REPLACE BOILER VH	03/31/2024	12,883.00		32-15-5948
Total C. ACITELLI HEATING AND PIPING CONTR.:			13,141.00		
<b>CARGILL INCORPORATED - SALT DIVISION</b>					
2909336122/29	DEICER SALT	03/19/2024	2,140.74		28-01-5160
2909336122/29	DEICER SALT	03/19/2024	2,137.34		28-01-5160
Total CARGILL INCORPORATED - SALT DIVISION:			4,278.08		
<b>CHRISTOPHER B BURKE ENGINEERING LTD</b>					
190913	UPDATE TRUCK ORDINANCE	04/05/2024	549.60		01-31-5220
190913	UPDATE TRUCK ORDINANCE	04/05/2024	822.90		01-31-5220
Total CHRISTOPHER B BURKE ENGINEERING LTD:			1,372.50		
<b>CINTAS FIRST AID &amp; SAFETY</b>					
4187758381	MATS - VH	03/27/2024	53.57		01-12-5110
4178996898	MATS PD	01/03/2024	49.19		01-21-5121
4183422640	MATS PD	02/14/2024	49.19		01-21-5121
4187758398	MATS PD	03/27/2024	50.77		01-21-5121
Total CINTAS FIRST AID & SAFETY:			202.72		
<b>COM ED</b>					
031824	COM ED VH	03/18/2024	101.87		01-31-5510
031824	COM ED STREETS	03/18/2024	176.11		28-01-5510

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
031824 1	COM ED STREETS	03/18/2024	23.51		28-01-5510
Total COM ED:			301.49		
<b>COMPSYCH</b>					
24050005	EMOLOYEE ASSISTAN	04/01/2024	1,000.00		01-12-5090
Total COMPSYCH:			1,000.00		
<b>COVERALL NORTH AMERICA DBA</b>					
1010727541	CLEANING VH	04/01/2024	329.00		01-12-5110
1010727541	CLEANING POLICE	04/01/2024	1,410.00		01-21-5121
1010727541	CLEANING PW 446 ELGIN AVE	04/01/2024	95.00		01-31-5110
1010727541	CLEANING DEPOT	04/01/2024	95.00		01-31-5196
1010727541	CLEANING PW PRAIRIE LAKE	04/01/2024	236.00		60-33-5110
1010727541	CLEANING PW 401 ELGIN AVE	04/01/2024	236.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			2,401.00		
<b>DAVEY TREE EXPERT COMPANY</b>					
918387218	MULCH	04/08/2024	362.40		01-31-5110
Total DAVEY TREE EXPERT COMPANY:			362.40		
<b>DIRECT ENERGY</b>					
240890054303	STREET LIGHTS	03/29/2024	861.97		01-31-5510
240890054303	W & WW UTILITIES	03/29/2024	22,074.81		60-33-5510
Total DIRECT ENERGY:			22,936.78		
<b>DREISILKER ELECTRIC MOTORS INC</b>					
5991 - 1	FREIGHT FOR PREVIOUSLY PAI	01/24/2023	16.50		60-33-5131
Total DREISILKER ELECTRIC MOTORS INC:			16.50		
<b>DUNDEE LANDSCAPE CONSTRUCTION</b>					
6897	WEED/FERT VILLAGE PROPER	03/20/2024	800.00		01-31-5110
6902	DEPOT LAWN AERATION	04/01/2024	200.00		01-31-5110
Total DUNDEE LANDSCAPE CONSTRUCTION:			1,000.00		
<b>DUNDEE NAPA AUTO PARTS</b>					
472421	DIELECTRIC GREASE	03/25/2024	7.67		01-31-5630
Total DUNDEE NAPA AUTO PARTS:			7.67		
<b>ELROD FRIEDMAN LLP</b>					
033124	PROFESSIONAL SERVICES	03/31/2024	14,004.50		01-12-5230
033124	POLICE LEGAL	03/31/2024	478.00		01-21-5230
033124	TIF 3 DOWNTOWN	03/31/2024	4,322.50		39-01-5230
033124	590 HEALY RD	03/31/2024	315.00		85-01-2395
Total ELROD FRIEDMAN LLP:			19,120.00		
<b>EMPLOYEE BENEFITS CORP</b>					
4352833	FLEX PLAN	02/15/2024	120.00		01-12-5060

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total EMPLOYEE BENEFITS CORP:			120.00		
<b>ENTERPRISE FM TRUST</b>					
620259-04032	REPAIRS	04/03/2024	467.52		01-21-5120
620259-04032	PD LEASE	04/03/2024	3,082.43		01-21-5280
620259-04032	PD MAINT MGMT ON LEASE	04/03/2024	200.00		01-21-5280
Total ENTERPRISE FM TRUST:			3,749.95		
<b>EPS ENVIRONMENTAL SERVICES, INC</b>					
29169	7 MAIDEN PHASE 1 & TESTING	02/21/2024	2,250.00		39-01-5290
Total EPS ENVIRONMENTAL SERVICES, INC:			2,250.00		
<b>FERGUSON ENTERPRISES, LLC</b>					
258019	FITTING FOR STREET SWEEPE	03/20/2024	57.95		01-31-5120
Total FERGUSON ENTERPRISES, LLC:			57.95		
<b>FIRST COMMUNICATIONS</b>					
126532449	VH PHONES	04/06/2024	235.96		01-12-5320
126532449	PHONE DEPOT	04/06/2024	19.01		01-12-5320
126532449	PHONES PD	04/06/2024	1,292.30		01-21-5320
126532449	PHONES WATER	04/06/2024	426.96		01-31-5320
126532449	PHONES P/W	04/06/2024	105.06		01-31-5320
126532449	PHONES SEWER	04/06/2024	462.64		60-33-5320
Total FIRST COMMUNICATIONS:			2,541.93		
<b>FLOOD BROTHERS</b>					
030624	MONTHLY SERVICE	03/06/2024	23,260.64		01-33-5180
Total FLOOD BROTHERS:			23,260.64		
<b>FLOOD'S ROYAL FLUSH</b>					
32519	PORTABLE TOILET - DEPOT PR	01/03/2024	300.00		34-01-5945
33116	PORTABLE TOILET DEPOT	01/31/2024	250.00		34-01-5945
33816	PORTABLE TOILET DEPOT	03/27/2024	400.00		34-01-5945
34611	PORTABLE TOILET DEPOT	03/27/2024	400.00		34-01-5945
Total FLOOD'S ROYAL FLUSH:			1,350.00		
<b>FRONTLINE PUBLIC SAFETY SOLUTIONS</b>					
f71622	FRONTLINE SOFTWARE ANNU	05/09/2024	1,680.00		01-21-5630
Total FRONTLINE PUBLIC SAFETY SOLUTIONS:			1,680.00		
<b>GALLS PARENT HOLDINGS, LLC</b>					
27494174	UNIFORM ALLOW. - KM	03/27/2024	58.50-		01-21-5080
Total GALLS PARENT HOLDINGS, LLC:			58.50-		
<b>GOLD SHIELD DETECTIVE AGENCY, INC</b>					
040324	BG CHECK	04/03/2024	1,451.28		01-21-5290
040924	BG CHECK	04/09/2024	95.00		01-21-5290

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total GOLD SHIELD DETECTIVE AGENCY, INC:			1,546.28		
<b>GORDON FLESCH COMPANY, INC</b>					
14628957	PD COPIER OVERAGES	04/02/2024	399.27		01-21-5630
14628957	WTP COPIER OVERAGES	04/02/2024	110.09		60-33-5340
14628957	WW COPIER OVERAGES	04/02/2024	18.87		60-33-5340
Total GORDON FLESCH COMPANY, INC:			528.23		
<b>GRAINGER, INC.</b>					
9069895101	FIRE EXTINGUISHER & BRACK	03/29/2024	118.88		01-12-5110
9069895101	FIRE EXTINGUISHER BRACKET	03/29/2024	73.52		01-21-5121
9069895101	FIRE EXTINGUISHER - SPARES	03/29/2024	176.01		01-31-5110
9069895101	FIRE EXTINGUISHER - PW #10	03/29/2024	73.60		01-31-5120
9069895101	FIRE EXTINGUISHER BRACKET	03/29/2024	21.49		01-31-5196
9071187729	SOCKET - TOOL	04/01/2024	13.32		01-31-5640
Total GRAINGER, INC.:			476.82		
<b>GRIFFIN WILLIAMS MCMAHON &amp; WALSH LLP</b>					
19689	LOCAL PROSECUTIONS	04/02/2024	750.00		01-21-5230
Total GRIFFIN WILLIAMS MCMAHON & WALSH LLP:			750.00		
<b>HAWKINS, INC.</b>					
6717547	WW CHEMICALS	03/20/2024	6,384.85		60-33-5651
Total HAWKINS, INC.:			6,384.85		
<b>HEINZ, GERALD &amp; ASSOC.</b>					
21130	MISC ENGINEERING	02/11/2030	486.00		01-12-5220
21136	DCEO GRANT	04/03/2024	1,296.00		01-12-5220
21131	BARRINGTON STP	04/03/2024	162.00		01-31-5220
21138	2024 STREET PROGRAM	04/03/2024	7,135.50		32-31-6090
21137	23 MICHIGAN	04/03/2024	81.00		85-01-2031
21135	PENNY RD/RT 68	04/03/2024	162.00		85-01-2378
21134	TERRA LOT 2	04/03/2024	162.00		85-01-2386
21133	590 HEALY	04/03/2024	162.00		85-01-2395
21132	HIGHSTREET	04/03/2024	162.00		85-01-2401
Total HEINZ, GERALD & ASSOC.:			9,808.50		
<b>HELPING HAND IT</b>					
24-45528	IT SERVICES	03/20/2024	3,916.74		01-12-5286
24-45563	IT SERVICES	03/27/2024	5,011.25		01-12-5286
24-45582	IT SERVICES	03/29/2024	145.00		01-12-5286
24-45664	IT SERVICES LICENSING	04/01/2024	3,317.60		01-12-5286
24-45691	IT SERVICES	04/08/2024	823.75		01-12-5286
24-45528	PW PC - MARTIN	03/20/2024	2,626.15		60-33-5611
Total HELPING HAND IT:			15,840.49		
<b>HITCHCOCK DESIGN GROUP</b>					
32504	RIVERFRONT MASTER PLAN	03/31/2024	2,565.49		32-31-5955

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HITCHCOCK DESIGN GROUP:			2,565.49		
<b>ILLINOIS ASSOC OF CHIEFS OF POLICE</b>					
15758	ILEAP ACCREDITATION	04/05/2024	400.00		01-21-5410
Total ILLINOIS ASSOC OF CHIEFS OF POLICE:			400.00		
<b>ILLINOIS STATE POLICE BUREAU OF ID</b>					
20240304110	LIQ LIC BG CHECK	03/04/2024	56.50		01-12-5290
Total ILLINOIS STATE POLICE BUREAU OF ID:			56.50		
<b>J.G. UNIFORMS, INC</b>					
129014	UNIFORM CA	04/02/2024	111.45		01-21-5080
Total J.G. UNIFORMS, INC:			111.45		
<b>JM IRRIGATION</b>					
70049	DEPOT IRRIGATION SYSTEM	03/22/2024	5,240.00		34-01-5945
Total JM IRRIGATION:			5,240.00		
<b>LAUTERBACH &amp; AMEN, LLP</b>					
88923	ACTUARIAL REP	03/22/2024	970.00		01-14-5210
Total LAUTERBACH & AMEN, LLP:			970.00		
<b>M &amp; A PRECISION TRUCK REPAIR</b>					
23661	SAFETY LANE	03/15/2024	149.00		01-31-5120
23661	SAFETY LANE	03/15/2024	149.00		60-33-5120
Total M & A PRECISION TRUCK REPAIR:			298.00		
<b>MENARDS - CARPENTERSVILLE</b>					
20047	DEPOT REMODEL	03/19/2024	96.96		34-01-5945
Total MENARDS - CARPENTERSVILLE:			96.96		
<b>MIDWEST SALT</b>					
473755	COARSE SALT	04/02/2024	3,276.00		60-33-5650
Total MIDWEST SALT:			3,276.00		
<b>NICOR GAS</b>					
032724	NICOR VH	03/27/2024	269.82		01-31-5510
032724	NICOR S/W	03/27/2024	1,039.12		60-33-5510
Total NICOR GAS:			1,308.94		
<b>NORTHEASTERN IL REGIONAL CRIME LAB</b>					
298	MEMBERSHIP AND MA	04/01/2024	7,688.00		01-21-5290
Total NORTHEASTERN IL REGIONAL CRIME LAB:			7,688.00		
<b>P.F. PETTIBONE</b>					
185662	FORMS	03/19/2024	419.90		01-21-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total P.F. PETTIBONE:			419.90		
<b>PACE ANALYTICAL SERVICES, LLC</b>					
9582816	WW TESTING	01/31/2024	3,645.80		60-33-5291
Total PACE ANALYTICAL SERVICES, LLC:			3,645.80		
<b>PADDOCK PUBLICATIONS, INC</b>					
285500	LEGAL NOTICE	04/07/2024	142.60		01-12-5330
283454	RULES/REG NOTICE	03/24/2024	28.75		01-21-5450
283454	535 DUNDEE TATTOO	03/24/2024	51.75		99-01-1010
Total PADDOCK PUBLICATIONS, INC:			223.10		
<b>PHOTOFAX INC</b>					
74333	PRIVATE INVESTIGATOR	03/24/2024	2,193.12		01-21-5290
Total PHOTOFAX INC:			2,193.12		
<b>QUAD COM 9-1-1</b>					
24-EDPD-04	DISPATCH SERV	04/01/2024	15,538.87		01-21-5360
Total QUAD COM 9-1-1:			15,538.87		
<b>RAY O'HERRON CO. INC</b>					
2332655	UNIFORM	03/25/2024	25.99		01-21-5080
2332656	UNIFORM	03/25/2024	25.99		01-21-5080
2332657	UNIFORM	03/25/2024	25.99		01-21-5080
2332658	UNIFORM	03/25/2024	34.98		01-21-5080
Total RAY O'HERRON CO. INC:			112.95		
<b>REGIONAL TRUCK EQUIPMENT</b>					
61058	TRUCK LIGHTING PW #12	03/22/2024	2,433.00		32-31-5930
Total REGIONAL TRUCK EQUIPMENT:			2,433.00		
<b>SERVICE PRINTING CORPORATION</b>					
34672	BUSINESS MAP POSTCARD	03/29/2024	186.00		01-37-5340
Total SERVICE PRINTING CORPORATION:			186.00		
<b>SHARP EXPRESS</b>					
1270	TRUCK #33	03/21/2024	280.35		01-31-5120
1271	TRUCK #29	03/21/2024	473.00		01-31-5120
1029	PLOW PIN REPAIR #29	12/21/2023	1,610.00		01-31-5160
1043	PLOW PIN REPAIR #22	12/29/2023	1,655.00		01-31-5160
1270	TRUCK #33	03/21/2024	280.35		60-33-5120
Total SHARP EXPRESS:			4,298.70		
<b>SHERWIN WILLIAMS</b>					
8890-8	DEOPT BATHROOM RENOV	03/26/2024	123.96		34-01-5945
8937-7	DEPOT BATHROOM RENOV	03/27/2024	74.05		34-01-5945

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total SHERWIN WILLIAMS:			198.01		
<b>SIKICH</b>					
47721	POLICE PENSION AUDIT	04/26/2024	3,300.00		01-12-5290
Total SIKICH:			3,300.00		
<b>STANDARD INSURANCE COMPANY</b>					
0104 2024	ADMIN	04/01/2024	8.13		01-12-5060
04012024	ADMIN	04/01/2024	233.48		01-12-5060
040124	ADMIN	04/01/2024	60.90		01-12-5060
0104 2024	FINANCE	04/01/2024	2.58		01-14-5060
04012024	FINANCE	04/01/2024	44.47		01-14-5060
040124	FINANCE	04/01/2024	32.63		01-14-5060
0104 2024	POLICE	04/01/2024	64.04		01-21-5060
04012024	POLICE	04/01/2024	1,365.86		01-21-5060
040124	POLICE	04/01/2024	348.00		01-21-5060
0104 2024	BUILDING	04/01/2024	4.71		01-25-5060
04012024	BUILDING	04/01/2024	87.19		01-25-5060
040124	BUILDING	04/01/2024	27.19		01-25-5060
0104 2024	PW	04/01/2024	22.05		01-31-5060
04012024	PW	04/01/2024	344.92		01-31-5060
040124	PW	04/01/2024	92.06		01-31-5060
0104 2024	EMPLOYEE	04/01/2024	333.12		27-01-2208
04012024	EMPLOYEE	04/01/2024	357.65		27-01-2208
040124	EMPLOYEE	04/01/2024	251.18		27-01-2208
0104 2024	W/S	04/01/2024	26.17		60-33-5060
04012024	W/S	04/01/2024	430.63		60-33-5060
040124	W/S	04/01/2024	134.47		60-33-5060
Total STANDARD INSURANCE COMPANY:			4,271.43		
<b>STAPLES ADVANTAGE</b>					
8073697218	OFFICE SUPP,LIES	03/23/2024	77.27		01-21-5610
Total STAPLES ADVANTAGE:			77.27		
<b>STEPHEN D. TOUSEY LAW OFFICES</b>					
040124	LOCAL PROSECUTION	04/01/2024	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
<b>SYNAGRO TECHNOLOGIES</b>					
46831	DISPOSAL BIOSOLID	04/01/2024	5,993.75		60-33-5287
Total SYNAGRO TECHNOLOGIES:			5,993.75		
<b>THIRD MILLENNIUM ASSOCIATES</b>					
31244	UB REFUSE	03/31/2024	14.70		01-33-5340
31244	UTILITY BILLING W/S	03/31/2024	132.33		60-33-5340
Total THIRD MILLENNIUM ASSOCIATES:			147.03		
<b>TLO LLC</b>					
259283-20240	MEMBERSHIP	04/01/2024	75.00		01-21-5410

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total TLO LLC:			75.00		
<b>T-MOBILE</b>					
032124	CHIEF, DC & SERGEANT'S CEL	04/02/2024	299.27		01-21-5320
Total T-MOBILE:			299.27		
<b>TRACY'S FUN FACE PAINTING</b>					
040424	BALLOON ARTIST	04/04/2024	210.00		01-37-5290
Total TRACY'S FUN FACE PAINTING:			210.00		
<b>ULINE</b>					
176415097	WATER OPER SUPPLIES	04/03/2024	635.90		60-33-5630
Total ULINE:			635.90		
<b>UNITED SYSTEMS AND SOFTWARE INC</b>					
105444	ERT MOUNT KITS	03/27/2024	375.90		60-33-5935
Total UNITED SYSTEMS AND SOFTWARE INC:			375.90		
<b>US BANK</b>					
1680 062524 k	MAILCHIMP	03/25/2024	80.00		01-12-5410
1680 062524 k	SIRIUS	03/25/2024	17.83		01-12-5410
2107 032524 J	PRIME MEMBERSHIP	03/25/2024	14.99		01-12-5410
5221 032524	ADOBE	03/25/2024	383.84		01-12-5410
6309 032524 E	LUNCH TRUSTEE	01/02/2524	33.72		01-12-5420
6309 032524 E	METRO OUTING	01/02/2524	90.00		01-12-5420
1680 062524 k	BASSSET TRAINING	03/25/2024	19.75		01-12-5430
1680 062524 k	SUPPLIES VH	03/25/2024	126.96		01-12-5610
9750 032524 F	OFFICE SUPPLIES	03/25/2024	29.99		01-12-5610
9750 032524 F	INTERN CLOTHING ALLOW	03/25/2024	108.75		01-12-5630
5221 032524	TRAINING BW	03/25/2024	315.00		01-14-5430
5221 032524	SURFACE PRO SCREEN PROT	03/25/2024	44.58		01-14-5610
5221 032524	PENCIL DRAWEER	03/25/2024	36.00		01-14-5630
2107 032524 J	UNIFORM BOOTS	03/25/2024	239.98		01-21-5080
4095 032524 K	HOLSTER	03/25/2024	227.91		01-21-5080
4095 032524 K	MAGWELL	03/25/2024	125.00		01-21-5080
4095 032524 K	MAGWELL	03/25/2024	82.00		01-21-5080
4095 032524 K	CREDIT	03/25/2024	10.00-		01-21-5080
5221 032524	PD COMCAST	03/25/2024	31.47		01-21-5320
1500 032524 a	CONF REG	03/25/2024	329.00		01-21-5410
1500 032524 a	ST PATS COFFEE/DONUTS	03/25/2024	92.14		01-21-5580
2107 032524 J	COFFEE	03/25/2024	33.04		01-21-5610
2107 032524 J	STAPLER	03/25/2024	25.00		01-21-5610
2107 032524 J	STAPLER	03/25/2024	22.37		01-21-5610
4095 032524 K	BATTERIES	03/25/2024	23.97		01-21-5630
5221 032524	PENCIL DRAWEER	03/25/2024	36.00		01-25-5610
1680 062524 k	WALMART SUPPLIES	03/25/2024	40.35		01-25-5630
5824 032524 G	GUTTER OUTLET	03/25/2024	28.86		01-31-5110
5824 032524 G	STROBE LIGHT	03/25/2024	295.00		01-31-5130
3999 032524 P	IPHONE STORAGE	03/25/2024	.99		01-31-5320
5824 032524 G	PLYWOOD	03/25/2024	23.43		01-31-5630
5824 032524 G	SAW BLADES	03/25/2024	21.47		01-31-5640
1680 062524 k	ST PATS PARADE	03/25/2024	35.99		01-37-5630



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
5221 032524	BASSET TRAINING TLJ	03/25/2024	19.75		01-37-5790
1680 062524 k	DEPOT REMODEL	03/25/2024	32.62		34-01-5945
5221 032524	FLOORING	03/25/2024	51.88		34-01-5945
6309 032524 E	DEPOT FLOORING	01/02/2524	4,451.28		34-01-5945
1680 062524 k	309 JACKSON CLOSING	03/25/2024	28.35		39-01-5230
5824 032524 G	IPHONE STORAGE	03/25/2024	.99		60-33-5320
5824 032524 G	CONF REG	03/25/2024	400.00		60-33-5420
5824 032524 G	WWTP TOOL CHEST	03/25/2024	318.00		60-33-5640
Total US BANK:			8,308.25		
<b>VCNA PRAIRIE LLC</b>					
891425020	ADA SIDEWALK SQUARES - DE	03/21/2024	395.25		01-31-5196
Total VCNA PRAIRIE LLC:			395.25		
<b>WASTE MANAGEMENT OF ILLINOIS</b>					
10006-2776-8	DISPOSAL OF MISC MATERIAL	04/01/2024	312.58		01-31-5570
Total WASTE MANAGEMENT OF ILLINOIS:			312.58		
<b>WEX INC</b>					
95890559	FUEL CHARGES PD	03/23/2024	2,544.79		01-21-5620
95890559	B&Z FUEL	03/23/2024	186.85		01-25-5620
95890559	FUEL CHARGES PW	03/23/2024	1,345.04		01-31-5620
95890559	FUEL CHARGES WS	03/23/2024	823.91		60-33-5620
Total WEX INC:			4,900.59		
Grand Totals:			408,136.27		

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

## Memorandum



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

**From:** Erika Storlie, Village Administrator  
Katherine Diehl, Special Events Coordinator

**Subject:** Alcohol and Food Vendor Schedule for 2024 Event Season

**Date:** April 15, 2024

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### **Action Requested:**

Staff recommends Village Board approval of the selection of alcohol and food vendors for the 2024 event season for Wine Down Wednesdays, Thirsty Thursdays, and Oktoberfest.

### **Summary:**

The highly anticipated 2024 Community Events season is just around the corner and the Village has received numerous Alcohol Vendor Applications for Wine Down Wednesday (5), Thirsty Thursday (7), and Oktoberfest (6). In the application, vendors were asked to choose their availability and to state their 1st, 2nd, and 3rd event date preferences. The following is staff's recommendation for selection of alcohol and food vendors for Wine Down Wednesday, Thirsty Thursday, and alcohol vendors for Oktoberfest.

### ***Wine Down Wednesdays (WDW)***

<b>Date</b>	<b>Proposed Alcohol Vendors</b>	<b>Proposed Food Vendors</b>
Wednesday, June 12	Aliano's Ristorante Diamond Jim's	Eastside Café Aliano's Ristorante
Wednesday, July 10	Eastside Café Diamond Jim's	Rosie O'Hare's Aliano's Ristorante
Wednesday, August 14	The Distance Social Tequila Val's	Diamond Jim's Eastside Cafe

Duke's Blues and BBQ at the Caboose will be open during all summer and Oktoberfest event dates (Including Motor Monday).

### Thirsty Thursdays (TT)

Date	Proposed Alcohol Vendors	Proposed Food Vendors
Thursday, May 23	River Street Tavern Rosie O'Hare's Black & Gray Brewing	Tequila Val's DC Cobbs
Thursday, June 27	Eastside Café DC Cobbs	River Street Tavern Rosie O'Hare's
Thursday, July 25	The Distance Social Tequila Val's	River Street Tavern DC Cobbs
Thursday, August 22	Aliano's Ristorante DC Cobbs	Tequila Val's Diamond Jim's

### Oktoberfest

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

- 2018 - River Street Tavern (beer and wine)
- 2019 - Black & Gray Brewing Co. (beer) and Aliano's (wine)
- 2020 - Cancelled
- 2021 - DC Cobbs (beer) and Eastside Café (wine)
- 2022 – River Street Tavern (beer) and Eastside Café (wine)
- 2023 – DC Cobbs (beer), Aliano's Ristorante (wine), Black & Gray Brewing (Oktoberfest Brew)

Date	Proposed Alcohol Vendors
September 27 & 28	River Street Tavern
September 27 & 28	Rosie O'Hare's
September 27 & 28	Black & Gray Brewing <i>(Oktoberfest Brew Only)</i>

Food Vendor Applications were received by Aliano's, DC Cobbs, River Street Tavern, and Rosie O'Hare's. Duke's Blues and BBQ at the Caboose will also be open.

## Memorandum



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

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

**Subject:** Resolution Ratifying a Certificate of Authority for State Contracts and Approving Certain Village Officials and Officers to Execute Approved Contracts with the State of Illinois

**Date:** April 15, 2024

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### **Action Requested:**

Staff recommends Village Board approval of a resolution ratifying a certificate of authority for state contracts and approving certain Village officials and officers to execute approved contracts with the State of Illinois.

### **Summary:**

The State of Illinois has requested that all public bodies that participate in state contracts, including joint purchasing programs and joint bid contracts, provide the state with a "Certificate of Authority" identifying which officers and officials are authorized to execute contracts, purchase orders, and other instruments on behalf of the public body. This resolution identifies the Village Administrator as the authorized individual. This resolution does not approve an individual contract, but rather establishes the Village Administrator's authority to execute such contracts upon Village Board Approval.

The State of Illinois issued a deadline of April 7<sup>th</sup> to submit requisitions to the State for participation in the joint purchasing program for road salt for next winter. To comply with that deadline, staff completed and submitted the Certificate of Authority to the State of Illinois on April 4<sup>th</sup> providing that the Village Administrator has authority to sign approved State contracts. This resolution also requests ratification of the Certificate of Authority.

The State of Illinois has not required the execution of a Certificate of Authority prior to this year.

### **Attachment:**

Resolution (with Exhibit A)  
Certificate of Authority by Vote

**RESOLUTION NUMBER \_\_ - 24**

**A RESOLUTION AUTHORIZING THE RATIFICATION OF THE  
EXECUTION OF A CERTIFICATE OF AUTHORITY FOR STATE  
CONTRACTS FOR THE VILLAGE OF EAST DUNDEE, KANE AND  
COOK COUNTIES, ILLINOIS**

**WHEREAS**, the Village of East Dundee (“Village”) is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, from time to time the Village enters into agreements and contracts with the State of Illinois and its subsidiary agencies for the procurement of work, services, equipment, and supplies necessary to the business and affairs of the Village (“**State Contracts**”); and

**WHEREAS**, participating in State Contracts reduces costs to the Village, strengthens the Village’s buying power, increases efficiency, and provides access to vendors and services that the Village may not otherwise have access to; and

**WHEREAS**, as a precondition of allowing the Village to participate in State Contracts, the State of Illinois requires that the Village designate and authorize certain officers or officials to execute State Contracts on behalf of the Village, and approval of the same was due by April 7, 2024; and

**WHEREAS**, the designation and authorization of these officers or officials must be evidenced by a “**Certificate of Authority**” approved by the Village Board of Trustees on a form provided by the State; and

**WHEREAS**, the Village President and Board of Trustees has determined that it would be in the best interest of the Village and its residents to approve and ratify the Certificate of Authority (i) designating and authorizing the Village Administrator to execute State Contracts that have otherwise been approved in accordance with the ordinances and procedures of the Village of East Dundee and the laws of the State of Illinois; and (ii) ratify the Village Clerk’s authorization to complete the Certificate of Authority to reflect this designation and authorization; and

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

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

**Section Two. Approval of Certificate of Authority.** The Village Board of Trustees hereby approves and ratifies the Village Clerk's execution of the Certificate of Authority naming the Village Administrator as the authorized signatory on State Contracts on behalf of the Village as attached hereto and incorporated herewith as **Exhibit A**.

**Section Three. Authorization.** The Village Clerk is retroactively authorized and approved to execute the Certificate of Authority on behalf of the Village as of the date the Agreement was executed.

**Section Four. Effective Date.** This Resolution shall be in full force and effect from and after its passage by a vote the Village Board of Trustees and approval in the manner required by law.

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

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

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

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

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

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

**ATTEST:**

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

**EXHIBIT A**

**CERTIFICATE OF AUTHORITY**

### Certificate of Authority by Bylaws

I, Katherine Diehl, hereby certify that I am duly elected appointed Clerk/Secretary of  
(Name)  
the Village of East Dundee. I hereby certify the following is a true copy of the  
(Name of Governmental Unit)

current Bylaws (or equivalent law or ordinance) and that the Bylaws authorize the  
following person or position to bind the Governmental Unit for contractual obligations, to  
include joint participation agreements: Village Administrator.

(List title or position)

I further certify that the following individuals currently hold the office or positions  
authorized: Erika Storlie, Village Administrator.  
(List individuals holding positions authorized)

I further certify that it is understood that the State of Illinois will rely on this  
certificate as evidence that the person listed above currently occupies the position  
indicated and that they have full authority to bind the Governmental Unit for contractual  
obligations, to include joint participation agreements with the State of Illinois.

Dated: April 4, 2024 Attest: Katherine Diehl, village Clerk  
(Name & Title)



## Certificate of Authority by Vote

I, **Katherine Diehl**, hereby certify that I am the duly appointed Clerk of the Village of East Dundee ("Governmental Unit"). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on April 15, 2024, at which a quorum of the Trustees were present and voting.

**Voted:** That Erika Storlie, Village Administrator is duly authorized to enter into contracts, to include joint participation agreements, on behalf of the Village of East Dundee with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

**Dated:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

*(Signature & Title)*

## Memorandum



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

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

**Subject:** Request for a Class E-2 Liquor License – Lucy’s Bistro LLC 505 Dundee Ave.

**Date:** April 15, 2024

---

### **Action Requested:**

Staff recommends Village Board approval of an ordinance granting a class E-2 liquor license to new owners of Lucy’s Bistro, LLC, located at 505 Dundee Ave., East Dundee, IL 60118, amending Section 116.05(B) of the Village Code to increase the number of Class E-2 liquor licenses, and transferring of the video gaming license.

### **Summary:**

Staff has received a liquor and gaming license application from Melissa Bukolt and Jerry DeLaurentis (“Applicants”) who have entered into discussions with Jamie Arthurs, who is the existing owner of Royal’s Gaming, LLC which owns Lucy’s Bistro, LLC d/b/a Royal’s, and Jamie Arthurs is the current East Dundee Liquor License holder. The Applicants desire to purchase 95% of equity of Royal’s Gaming, LLC from Jamie Arthurs, and as a result, would indirectly own 95% of Lucy’s Bistro, LLC.

The Applicants state they also own and operate four other businesses that are similar: 3D Sideouts in Island Lake; Sweet Melissa’s Pizza & Pub in Lakemoor; Lucky Lulu’s in Prairie Grove; and Lulu’s in Rolling Meadows. Applicants anticipate closing on the transaction April 30th, once approved by the Board. They desire to have no interruption in service or hours.

### **Attachments:**

Ordinance  
Redacted Application

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

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS, GRANTING A  
CLASS E-2 LIQUOR LICENSE TO LUCY'S BISTRO LLC AND  
AMENDING SECTION 116.05(B) OF THE VILLAGE CODE TO  
INCREASE THE NUMBER OF CLASS E-2 LIQUOR LICENSES AND TRANSFER OF  
SUPPLEMENTAL VIDEO GAMING TERMINAL LICENSE  
(Lucy's Bistro LLC d/b/a)**

**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 Illinois Liquor Control Act, 235 ILCS 5/1-1, *et seq.*, authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcohol liquor, and to establish rules and regulations for the sale thereof; and

**WHEREAS**, Lucy's Bistro LLC, an Illinois limited liability company ("Licensee"), held a Class E-2 Liquor License issued by the Village ("Existing Liquor License") to permit the sale of alcoholic beverages at the premises located at 505 Dundee Avenue, East Dundee, Illinois ("Premises"); and

**WHEREAS**, the Existing Liquor License is supplemented by a supplemental video gaming terminal license, permitting the operation of video gaming terminals at the Premises ("Gaming License"); and

**WHEREAS**, Melissa Buckholt and Jerry DeLaurentis ("Applicants") intend to purchase and operate the Licensee; and

**WHEREAS**, pursuant to Section 116.06 of "the Code of the Village of East Dundee" ("Village Code"), transfers in the ownership of a liquor license holder is deemed a transfer of the liquor license; and

**WHEREAS**, pursuant to Section 116.05(I) of the Village Code, the termination of the Existing Liquor License reduced the number of permitted Class E-2 liquor licenses; and

**WHEREAS**, pursuant to Section 116.06(A), the transfer of the Existing Liquor License is prohibited and the Applicants must submit an application for a new liquor license in order to serve liquor at the Premises; and

**WHEREAS**, the Village has received a request from the Applicants to: (i) amend Section 116.05(B) to increase the number of Class E-2 liquor licenses, from four to five; (ii) issue a new Class E-2 liquor license to the Licensee; and (iii) transfer the Gaming License to the Applicants; and

**WHEREAS**, the President and Board of Trustees have deemed it to be in the best interest of the Village to: (i) amend Section 116.05(B) to increase the number of permitted Class E-2 liquor licenses from four to five; (ii) grant a Class E-2 liquor license to the Licensee for the Premises; and (iii) transfer the Gaming License to the 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: Amendment of Section 116.05(B).** That Section 116.05(B) be amended to increase the number of permitted Class E-2 liquor licenses from four to five.

**SECTION 3: Granting of Class E Liquor License.** That the Local Liquor Control Commissioner or their designee is hereby authorized to issue a Class E-2 liquor license to the Licensee for the Premises.

**SECTION 4: Transfer of Gaming License.** That the Local Liquor Control Commissioner or their designee is hereby authorized to transfer the Gaming License to the Applicants.

**SECTION 5: Continuation.** That all provisions of the Village Code not amended herein shall remain in full force and effect.

**SECTION 6: 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 7: Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

**SECTION 8: 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 \_\_\_\_\_, 2024 pursuant to a roll call vote as follows:

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

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

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

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

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

**ATTEST:**

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

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2024.



321 N. Clark St., Suite 1600  
Chicago, IL 60654  
T: 312.517.9200 F: 312.517.9201  
[www.foxrothschild.com](http://www.foxrothschild.com)

DONNA MORE  
Direct Dial: (312) 517.9217  
Email Address: [DMore@FoxRothschild.com](mailto:DMore@FoxRothschild.com)

February 20, 2024

**VIA EMAIL**

President Lynam  
Village President  
East Dundee  
120 Barrington Ave.  
East Dundee, IL 60118

Re: Potential Purchase – Royal's Location

Dear President Lynam:

On behalf of our clients, Melissa Bukolt and Jerry DeLaurentis ("Purchasers"), please allow this letter to serve as notice that the Purchasers have entered into discussions with Jamie Arthurs, whereby the Purchasers are seeking to purchase 100% of outstanding equity interests of Royals Gaming, LLC, an Illinois limited liability company ("Royals"), in two separate transactions. Jamie Arthurs owns 100% of the outstanding equity interests of Royals, and Royals owns 100% of the equity interests of the East Dundee liquor license holder, Lucy's Bistro, LLC d/b/a Royal's ("Lucy's Bistro"). In the initial transaction, Purchasers will buy 95% of the equity of Royals, and as a result, will indirectly own 95% of the equity interest in Lucy's Bistro. Please note that the owner of Lucky's Bistro is not changing, nor Lucy's Bistro's information such as FEIN.

As such, attached here for your review is the East Dundee Application for Alcohol Liquor License application ("Application") which includes the Purchasers personal information, as well as that of Royals and Jamie Arthurs. Per the Checklist of the Application, the Purchasers will visit the East Dundee Police Department for fingerprinting. Please note that certain items listed on the checklist and pertaining specifically to the already licensed establishment have not been included at this time. Should you require copies of these items, please let us know and we will provide them.

Thank you for your time regarding this matter. Please let us know if you require anything further at this time.

Sincerely,

A handwritten signature in blue ink that reads "DMore".

Donna B. More  
cc: Melissa Bukolt  
David O'Keefe



# APPLICATION FOR ALCOHOLIC LIQUOR LICENSE

License Period January 1, 2023 - December 31, 2023

DATE OF APPLICATION: 02/14/2024

LEGAL NAME OF BUSINESS: Lucy's Bistro, LLC

DBA NAME: Royal's IL SALES TAX #: 4134-1066

BUSINESS ADDRESS: 505 Dundee Ave, EAST DUNDEE, IL PHONE: [REDACTED]

MAILING ADDRESS (if different):

NAME OF APPLICANT: PHONE: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

NAME/ADDRESS of the person who will be managing the ongoing affairs of this business at these premises:  
Melissa Bukolt, 2100 C. Braeburn Dr., Wauconda, IL 60084

1. License Classification and Annual Fee: \$500 *Please check the classification that you are applying for*

CLASS	ANNUAL FEE
<input type="checkbox"/> Class A Tavern .....	\$2000
<input type="checkbox"/> Class A-1 Tavern with Beer Garden (consumption on premises) .....	\$3000
<input type="checkbox"/> Class A-2 Beer/wine on premises with Beer Garden .....	\$2500
<input type="checkbox"/> Class B Package Liquor.....	\$2000
<input type="checkbox"/> Class B-1 Supermarket/Drug Store.....	\$2000
<input type="checkbox"/> Class B-2 Package Liquor.....	\$1200
<input type="checkbox"/> Class B-3 Mail Order License.....	\$300
<input type="checkbox"/> Class B-4 Beer, Wine & Liquor (Package form - consumption off premises) .....	\$1500
<input type="checkbox"/> Class B-5 Beer, Wine & Liquor (Package form - consumption on premises) .....	\$2000
<input type="checkbox"/> Class C Incorporated not-for-profit organization.....	\$750
<input type="checkbox"/> Class C-1 Public Golf Course/Restaurant.....	\$2500
<input type="checkbox"/> Class D Outdoor Amusement Park.....	\$1250
<input type="checkbox"/> Each Additional Point of Distribution.....	\$375
<input type="checkbox"/> Class E Restaurant with Bar.....	\$2500
<input type="checkbox"/> Class E-1 Restaurant with Service Bar Only.....	\$1500
<input type="checkbox"/> Class E-2 Wine & Liquor .....	\$1000
<input type="checkbox"/> Class E-3 Restaurant with Beer & Wine Only and Packaged Sales.....	\$2500
<input type="checkbox"/> Class E-4 Restaurant with Bar and Packaged Sales.....	\$2800
<input type="checkbox"/> Class F Special Event .....	\$100/day
<input type="checkbox"/> Class G Banquet .....	\$2500
<input type="checkbox"/> Class H Entertainment Venue.....	\$3000
<input type="checkbox"/> Class I Specialty Food & Beverage Establishment.....	\$1000
<input type="checkbox"/> Class J Village Caterer .....	\$500
<input type="checkbox"/> Class J-1 Caterer with Business Outside of Village.....	\$300
<input type="checkbox"/> Class K Caboose Concession Stand .....	\$500
<input type="checkbox"/> Class L Brew Pub .....	\$2500

\* Fee for additional license shall be \$1000

☐ Sidewalk Service Endorsement (\$100) ☐ Village Right-Of-Way Service Endorsement  
(Events sponsored or approved by the Village)

2. License Period: Commencing each year on January 1 and ending on December 31

3. Type of Business Entity (check one):

☐ Individual  
☐ Partnership

☐ Corporation  
☒ Other (specify) LLC

4. The following information must be provided with respect to any and all individual owners, partners, corporate officers, corporate directors, managers and, if a corporation, all persons owning directly or beneficially more than 5% of the corporation stock:

**Note:** Full names must be listed with middle initials. Furthermore, the applicant must notify the Local Liquor Control Commission in writing of a change in partnerships, officers, directors, persons holding directly or beneficially more than 5% in interest of the stock or ownership interest, or managers of the establishment within ten (10) days of said change.

NAME Royals Gaming, LLC

SOCIAL SECURITY # N/A BIRTHDATE 01/22/2017

HOME ADDRESS \_\_\_\_\_

DRIVER'S LICENSE # N/A HOME PHONE # N/A

BUSINESS TITLE Owner

PERCENTAGE OF STOCK HELD 100%

NAME Melissa Bukolt

SOCIAL SECURITY # [REDACTED] BIRTHDATE [REDACTED]

HOME ADDRESS [REDACTED]

DRIVER'S LICENSE [REDACTED] HOME PHONE # [REDACTED]

BUSINESS TITLE Indirect owner of Lucy's Bistro, LLC

PERCENTAGE OF STOCK HELD 47.5% indirect owner (through equal co-ownership of 95% ownership of Royal's Gaming, LLC)

NAME Jerry DeLaurenis

SOCIAL SECURITY # [REDACTED] BIRTHDATE [REDACTED]

HOME ADDRESS [REDACTED]

DRIVER'S LICENSE [REDACTED] HOME PHONE # [REDACTED]

BUSINESS TITLE Indirect owner of Lucy's Bistro, LLC

PERCENTAGE OF STOCK HELD 47.5% indirect owner (through equal co-ownership of 95% ownership of Royal's Gaming, LLC)

**Note:** If additional space is required, please attach a separate sheet of paper.



Name: Jamie Arthurs

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Business Title: LLC Manager

Percentage of Stock Held: 5% indirect owner (through equal co-ownership of 95% ownership of Royal's Gaming, LLC)

5. Has the applicant ever had a liquor license issued by the Federal government, any State government, County or municipal government? ☒ Yes ☐ No

If answer is in the affirmative, state the name of the licensing unit of government, when and where said license was issued  
Illinois Liquor Control Commission - license number 1A-115308 issued to Lucy's Bistro LLC d/b/a Royals,  
located at 505 Dundee Ave., East Dundee, IL 60118-1642, renewal issued on 9/12/2023

6. Has the applicant/any owner ever had any previous liquor license denied, suspended or revoked? ☐ Yes ☒ No  
If answer is in the affirmative, state the date and reason for such.

7. Have any of the applicants/any owners ever been convicted of a felony or any violation of the Gaming Laws of the State of Illinois or any other state or any Federal Gaming Laws? ☐ Yes ☒ No

If answer is in the affirmative, state the date and reason for such conviction.

8. If the applicant does not own the premises for which the license is sought, does the applicant have a lease for a full period of a year of which the license is to be issued? ☐ Yes ☐ No ☐ I own the premises

**NOTE:** If the answer is affirmative, attach a copy of said lease to the application.

9. Has the applicant/any owners been delinquent in payment of any federal, state or local taxes? ☐ Yes ☒ No  
If the answer is affirmative, please explain:

Is the payment still delinquent at this present time? ☐ Yes ☒ No

10. Does the applicant understand that successful completion of a State certified beverage alcohol sellers and servers education and training (BASSET) program is required of all persons who sell or serve alcoholic beverages, all management personnel working on the premises, and anyone whose job entails the checking of IDs for the purchase of alcoholic beverages, pursuant to the requested license, and that such compliance is subject to random checks by the Village of East Dundee? ☒ Yes ☐ No

11. Does the applicant understand and agree that during the license period, any violation of Federal, State or Village laws and ordinances will be referred to the Local Liquor Control Commission and that such violation may result in the suspension or revocation of said license laws and ordinances will be referred to the Local Liquor Control Commission and that such violation may result in the suspension or revocation of said license? ☒ Yes ☐ No

12. Does the applicant understand and agree that members of the East Dundee Police Department shall have the authority to enter at any time upon the premises licensed hereunder to determine whether any State or Village laws and ordinances have been or are being violated, and at such time to examine the premises of said licensee in connection therewith?

☒ Yes ☐ No

13. Are any of the applicants public officials, or is any other person, directly or indirectly related in any way to the business entity, a public official? ☐ Yes ☒ No

14. Will the applicant be applying for a state supplemental video gaming license from the Village? ☒ Yes ☐ No  
The Applicant currently holds a video gaming license

15. Applicant has provided all required documents included in the attached checklist ☒ Yes ☐ No

16. Do you owe money to any other village department or have any liens by the Village of East Dundee against the property? If yes, please explain: ☐ Yes ☒ No


DO YOU ATTEST, BY YOUR NOTARIZED SIGNATURE BELOW, THAT YOU WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES, OF THE STATE OF ILLINOIS, OF OF THE VILLAGE OF EAST DUNDEE? YES (Please answer YES or NO)

\*\*\*\*\*

STATE OF ILLINOIS) ) SS.  
COUNTY OF KANE)

I hereby swear by my signature here affixed that all of the foregoing facts are true and correct and that I have given these answers to induce the Village of East Dundee to grant the Liquor License mentioned aforesaid.

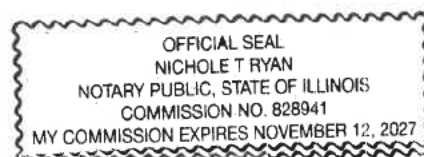
I am signing in my capacity as \_\_\_\_\_ (Individual, Owner, or Partner)  
or as President \_\_\_\_\_, Officer of  
(President, Secretary or Treasurer)  
Lucy's Bistro LLC  
(Corporation)

  
\_\_\_\_\_  
Signature of Applicant

I am signing in my capacity as \_\_\_\_\_  
(Individual, Owner, or Partner)  
or as Secretary \_\_\_\_\_, Officer of  
(President, Secretary or Treasurer)  
Lucy's Bistro LLC  
(Corporation)  
W. Fink  
Signature of Applicant #2

Subscribed and sworn to before  
me this 14<sup>th</sup> day of  
February, 20 24.

Nicole T Ryan  
Notary Public



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## CHECKLIST

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A complete application for a liquor license must include the documents noted below. Please ensure that ALL required documentation is provided so not to delay the review/approval process.

☒

**ALL** questions on the application are answered and completed in full.

☒

**Signature of applicant(s)** on last page of application swearing all statements are true and correct, witnessed and notarized by an Illinois Notary Public. *Do not sign in advance, signatures must be signed in the presence of a Notary. Village Hall has notaries on staff at NO cost.*

☐

**Certificate of Dram Shop (Liquor Liability) Insurance** evidencing \$1,000,000 of coverage. *Should the certificate expire during the village license year, a copy of the renewal certificate must be submitted to the Village.*

☐

**Applicable lease or proof of ownership** (tax bill or purchase documentation) for location. If application is for a renewal license, this need not be submitted unless a lease has been renewed or amended since the last liquor license renewal (January 1 of each year).

**A copy of your current Illinois Liquor License.**

*Should your State license expire during the village license year, a copy of the renewed State license must be submitted to the Village.* For new applications, a village-issued license must be obtained prior to applying for State license. Upon receipt, a copy of the State license must be submitted to the Village before any liquor service operations may begin.

☒

**If this is a new application or ownership/management has changed**, fingerprinting is required for each person holding more than five percent (5%) interest in the establishment or, in the case of a corporation or an establishment not managed directly by the owner, fingerprinting is required for the general manager of the establishment.

Fingerprints are to be taken at the East Dundee Police Department. Any person required to submit fingerprints who does not live in the area should call the East Dundee Police Department to inquire about an alternative process.

☐

**Copy of BASSET Certificates for all employees** permitted to serve alcohol/check IDs. State statute requires BASSET Certification for all employees who serve alcohol and check Identification for alcohol service. New Employees must complete this training within 90 days of hire.

☐

**Floor plan drawing or rendering.** *(For New Applicants or if Floor Plan has been amended)*

☐

**Payment** for all appropriate license fees. Payment may be made in-person, by mail, via the drop box outside Village Hall or via online payment at [www.eastdundee.net](http://www.eastdundee.net). Checks should be made payable to THE VILLAGE OF EAST DUNDEE

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Additional items, if applicable:

☐

**A copy of your current Illinois Video Gaming License.**

*Should your State license expire during the village license year, a copy of your renewed State license must be submitted to the Village.*

☐

**Sidewalk and/or Right-of-Way Liquor License Endorsement Hold Harmless Agreement**

**EXECUTION VERSION****EQUITY PURCHASE AGREEMENT**

This **EQUITY PURCHASE AGREEMENT** ("**Agreement**") is entered into as of February 7, 2024, by and among MELISSA BUKOLT, an individual resident of the State of Illinois, and JERRY DELAURENTIS, an individual resident of the State of Illinois (together with Ms. Bukolt, each a "**Purchaser**" and collectively, the "**Purchasers**"), and JAMIE ARTHURS, individually (the "**Seller**").

**R E C I T A L S:**

A. **WHEREAS**, Seller owns one hundred percent (100%) of the issued and outstanding equity interests of Royals Gaming, LLC, an Illinois limited liability company ("**Royals**") and Royals owns one hundred percent (100%) of the issued and outstanding equity interests of each of the following entities: (i) The Gaming Café LLC, an Illinois limited liability company ("**Gaming Café 1**"); (ii) The Gaming Café #2 Inc., an Illinois corporation ("**Gaming Café 2**"); and (iii) Lucy's Bistro LLC ("**Lucy's**") and, together with Gaming Café 1 and Gaming Café 2, each a "**Company**" and collectively, the "**Company Group**").

B. **WHEREAS**, (i) Gaming Café 1 owns and operates a restaurant and gaming café conducted under the name "Royal's" at the premises located at 304 W. Main St., Carpentersville, IL 60110 (the "**Gaming Café 1 Premises**"); (ii) Gaming Café 2 owns and operates a restaurant and gaming café conducted under the name "Royal's" at the premises located at 645-646 Meacham Rd., Elk Grove Village, IL 60007 (the "**Gaming Café 2 Premises**"); and (iii) Lucy's owns and operates a restaurant and gaming café known as "Royal's" at the premises located at 505 Dundee Ave., East Dundee, IL 60018 (the "**Lucy's Premises**" and, collectively with the Gaming Café 1 Premises and the Gaming Café 2 Premises, the "**Premises**"). The operation of the Premises as restaurants and gaming cafés is referred to herein as the "**Business**").

C. **WHEREAS**, Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, all of the outstanding equity interests of Royals (the "**Purchased Equity**") on the terms and conditions set forth in this Agreement.

D. **WHEREAS**, to minimize the disruption to the Business as a result of the change in control of the Company Group, Purchasers and Seller intend to effect the Transaction in two separate closings, with ninety-five percent (95%) of the Purchased Equity to be transferred to Purchasers at the initial closing (the "**Initial Closing**") to occur upon the earlier of five (5) days following the Drop Dead Date (as defined in Section 10.1) or one (1) business day following the satisfaction or waiver of the conditions set forth in Section 5.2 and Section 5.3, and the remaining five percent (5%) of the Purchased Equity to be transferred to Purchasers at the final closing (the "**Final Closing**") to occur upon the earlier of thirty (30) days following the Initial Closing and one (1) business days following the satisfaction or waiver of the conditions set forth in Section 5.4 and Section 5.5.

**NOW, THEREFORE**, in consideration of the foregoing premises and the respective representations, agreements, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1****DEFINITIONS**

1.1 **Definitions.** As used herein, the following terms shall have the respective meanings indicated below unless defined elsewhere in this Agreement:

**Company Group Organizational Documents.** Means Royals' Articles of Organization, Royals' Operating Agreement, the Gaming 1 Café Articles of Organization, the Gaming 1 Café Operating Agreement, the Gaming Café 2 Articles of Incorporation, the Gaming Café 2 Bylaws, the Lucy's Articles of Organization and the Lucy's Operating Agreement.

**Escrow Agent.** Means National Builder & Bancorp Title.

**Escrow Agreement.** Means that certain Escrow Agreement, by and among Purchasers, Seller and the Escrow Agent, to be dated as of the Initial Closing Date.

**Final Closing Date.** Means the date on which the Final Closing occurs.

**Gaming Café 1 Articles of Organization.** Means the Articles of Organization of Gaming Café 1, as filed with the Secretary of State of Illinois on December 1, 2014, as amended through the date hereof.

**Gaming Café 1 Operating Agreement.** Means the Operating Agreement of Gaming Café 1, as amended from time to time.

**Gaming Café 2 Articles of Incorporation.** Means the Articles of Incorporation of Gaming Café 2, as filed with the Secretary of State of Illinois on August 3, 2016, as amended through the date hereof.

**Gaming Café 2 Bylaws.** Means the Bylaws of the Gaming Café 2, LLC, as amended from time to time.

**Governmental Authority.** Means any United States federal, state or local or any foreign national, multi-national, supra-national, regional, municipal or local government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, judicial or arbitral body (including, without limitation, any non-public arbitrator) or national securities exchange.

**Initial Closing Date.** Means the date on which the Initial Closing occurs.

**Law.** Means any law, rule, regulation, statute, order, ordinance, guideline, code or other legally enforceable provision of any kind (including common law and the rules of any national securities exchange) of any Governmental Authority, and the permits, licenses, orders and other legally enforceable requirements of any Governmental Authority promulgated thereunder.

**Lucy's Articles of Organization.** Means the Articles of Organization of Lucy's, as filed with the Secretary of State of Illinois on February 21, 2014, as amended through the date hereof.

**Lucy's Operating Agreement.** Means the Operating Agreement of Lucy's, as amended from time to time.

**Person.** Means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

**Purchaser Allocation Percentages.** Means sixty percent (60%) to Jerry DeLaurentis and forty percent (40%) to Melissa Bukolt.

**Straddle Period.** Means any taxable period that begins on or before the Initial Closing Date and ends on or after the Initial Closing Date.



**Tax or Taxes.** Means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Governmental Authority or payable under any tax-sharing agreement or any other contract.

**To the Knowledge of Seller** (or words to similar effect) shall mean the actual knowledge of Seller. Seller shall be deemed to have knowledge of a particular fact or other matter if (a) such individual is actually aware of such fact or other matter, or (b) such individual would be required to have knowledge of such fact or matter in such individual's role as video gaming manager for the Company Group.

1.2 **References.** Except as otherwise specifically indicated, all references to Section numbers refer to Sections of this Agreement, all references to Schedules refer to the Schedules attached hereto, and all references to Exhibits refer to the Exhibits attached hereto. As used in this Agreement, the word "include" and variations thereof shall be deemed to be followed by the phrase "without limitation." The words "hereby," "hereof," "herein," "hereto," "hereunder," "hereinafter," and words of similar import refer to this Agreement as a whole and not to any particular Section hereof. The word "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement. Captions used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement.

## **ARTICLE 2**

### **PURCHASE AND SALE**

2.1 **Sale of Purchased Equity.** Subject to the conditions and on the terms contained in this Agreement, Purchasers agree to acquire from Seller, and Seller agrees to sell, assign, convey and transfer to Purchasers, the Purchased Equity, in accordance with the Purchaser Allocation Percentages, on the terms and conditions set forth in this Agreement.

2.2 **Purchase Price.** The aggregate purchase price for the Purchased Equity, in the Aggregate (the "***Total Purchase Price***") shall be equal to Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Purchasers agree to pay to Seller the Total Purchase Price, in accordance with the terms and provisions of this Section 2.2 as follows:

(a) On the date hereof, an amount equal to Fifty Thousand Dollars (\$50,000.00) (the "***Deposit***") shall be paid by Purchasers by check or wire transfer of immediately available funds to an account designated by Seller. The Deposit shall be refundable to Purchasers until the Drop Dead Date as set forth in Section 10.2.

(b) On the Initial Closing Date:

(i) Seller shall cause the amount of the outstanding Indebtedness (as hereinafter defined) of the Company Group, including all unpaid interest thereon through and including the day immediately prior to the Initial Closing Date, to be paid by or on behalf of each applicable member of the Company Group as directed by the applicable lender(s) in the respective payoff letters delivered to Purchasers prior to the Initial Closing (the "***Payoff Letters***");

(ii) Purchasers shall either (A) with respect to any security deposit for any Premises that is being replaced, pay the applicable security deposit amount to the account designated by the applicable landlords, or (B) with respect to any security deposit for any Premises that was paid by Seller or any Company and for which any unapplied portion is being retained by the applicable landlord, reimburse Seller for the retained portion of the security deposit by paying such amount to the account designated by Seller;

(iii) Purchasers shall cause an amount equal to the Closing Gaming Revenue (as defined below), as mutually agreed by Purchasers and Seller, to be paid by check or wire transfer of immediately available funds to an account designated by Seller; and

(iv) an amount equal to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) shall be paid by Purchasers by wire transfer of immediately available funds (the “**Escrow Amount**”) to an account designated by the Escrow Agent, in accordance with the Escrow Agreement.

(c) On the Final Closing Date, an amount equal to Twenty-Five Thousand Dollars (\$25,000.00) (the “**Final Payment**”) shall be paid by Purchasers by check or wire transfer of immediately available funds to an account designated by Seller, and Purchasers and Seller shall deliver joint instructions to the Escrow Agent to release the Escrow Amount to Seller.

### **ARTICLE 3**

#### **REPRESENTATIONS OF PARTIES**

3.1 **Representations of Seller.** To induce Purchasers to execute, deliver and perform this Agreement, Seller represents to Purchasers, as of the date hereof and as of the Initial Closing Date, as follows:

(a) **Organization and Good Standing.** Each of Royals and each Company is duly organized and validly existing under the Laws of the State of Illinois and is in good standing under the Laws of the State of Illinois. Neither Royals nor any Company is qualified to do business as a corporation or limited liability company in any other jurisdiction nor is Royals or any Company, by virtue of the operation of its Business, required to be qualified in any other jurisdiction. Each of Royals and each Company has the requisite corporate or limited liability power to own and operate its properties and Assets (as hereinafter defined) and to carry on its Business as previously and presently conducted. Neither Royals nor any Company is a subsidiary of any entity or has any subsidiaries, and neither Royals nor any Company owns or holds any equity securities, partnership interests or participation rights in any Person. Prior to the execution of this Agreement, Seller has delivered to Purchasers true and accurate copies of the Company Group Organizational Documents, as currently in effect, and the Federal Employer Identification Number of Royals and each Company. Neither Royals nor any Company is in default under the Company Group Organizational Documents applicable to each.

(b) **Authority.** Seller has all requisite legal and power and authority to enter into this Agreement and the other agreements contemplated herein (collectively the “**Transaction Documents**”) and to sell the Purchased Equity. The Transaction Documents have been duly authorized, executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.



(c) **Ownership of Membership Interests.** The Purchased Equity constitutes all of the outstanding membership interests of Royals. The Purchased Equity is duly authorized and validly issued and is owned of record and beneficially one hundred percent (100%) by Seller, free and clear of any security agreements, financing statements, liens, encumbrances, security interests or other claims of any kind. Upon transfer of the Purchased Equity to Purchasers pursuant to Section 2.1, Purchasers will receive valid title to the Purchased Equity so transferred, free and clear of all liens, restrictions, pledges, claims, security interests or encumbrances of any kind or nature whatsoever. All of the issued and outstanding equity interests of each Company are owned of record and beneficially one hundred percent (100%) by Royals, free and clear of any security agreements, financing statements, liens, encumbrances, security interests or other claims of any kind. None of Seller, Royals or any Company is subject to any agreement to issue, sell, purchase or redeem any equity interests in Royals or any Company, or any agreement pertaining to options, rights, warrants or other securities exercisable or exchangeable for or convertible into any equity interests in Royals or any Company, and Seller and Royals have not entered into any side letters or other written instruments relating to the equity interests of Royals or any Company.

(d) **No Consent.** Other than (i) the approvals required by the State of Illinois, Carpentersville, Elk Grove Village or East Dundee and any reporting requirements of the Illinois Liquor License Commission with respect to the liquor licenses held by each Company (the “***Liquor Approvals***”), and (ii) any approvals required by the Illinois Gaming Board with respect to the operating of video gaming terminals on each Premises following the change in control of each Company (the “***Gaming Approvals***”), no consent or approval of any third party, or order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority on the part of Seller, Royals or any Company is required in connection with the execution and delivery of the Transaction Documents and the consummation of the transactions contemplated by thereby, including without limitation any consents required under any of the material contracts listed in Schedule 3.1(h).

(e) **Compliance with Other Instruments.** None of Seller, Royals or any Company is in violation of any term of its Company Group Organizational Documents or any provision of any mortgage, indenture, contract, agreement or instrument to which it is a party or by which it or its Assets are bound; any judgment, decree or order binding upon such Person; or, in any material respect, any Law applicable to such Person. The execution, delivery and performance of and compliance with the Transaction Documents, and the sale of the Purchased Equity on the terms set forth in this Agreement, will not result in any such violation or be in conflict with or constitute a default under any of the instruments described in the first sentence of this section, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or Assets of Royals or any Company pursuant to any such instrument.

(f) **Title to Property and Assets; Condition.** Each of Royals and each Company has good and marketable title to its respective properties and assets and has good title to all its leasehold interests (collectively the “***Assets***”), in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge. The tangible Assets owned or leased by Royals and each Company are in good operating condition and repair and are adequate for the uses to which they are being put and sufficient in all material respects to carry out the Business as currently conducted, and none of such tangible Assets are in need of maintenance and repairs that are material in nature or cost.

(g) **Licenses and Permits; Compliance with Law.** Each Company holds all licenses, certificates, permits, franchises and rights from all appropriate Governmental Authorities or Persons presently necessary for the conduct of its Business and the use of its Assets, including without limitation all necessary liquor licenses, permits, approvals and certificates required to lawfully own, operate, use and maintain its Assets and to conduct its Business. Such licenses, certificates, permits, franchises and rights are set forth in Schedule 3.1(g) (the “***Licenses***”), including the Company that

holds each License, the Governmental Authority issuing each License and the expiration date of each License. All Licenses are in full force and effect and none of Seller, Royals or any Company has received notice of a violation of any Law or the terms of any License held by such Company. Without limiting the generality of the foregoing, there are no strikes against any liquor License held by any Company, and any and all License violations have been unconditionally satisfied and all final permit inspections have been passed. Seller, Royals and the Company Group have conducted the Business so as to comply in all material respects with all applicable Licenses, Laws and orders of all applicable Governmental Authorities. None of Seller, Royals or any Company is presently the subject of any pending or threatened adverse proceeding by any regulatory authority having jurisdiction over its business, Assets or operations. To the Knowledge of Seller, no event has occurred and no circumstances exist that may result in a violation of, conflict with, or failure to comply with such Laws. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not result in the termination of any License held by Royals or any Company.

(h) **Contracts and Commitments.** Schedule 3.1(h) lists all material contracts, leases, agreements and other instruments relating to Royals, the Company Group, the Business, and the Assets. None of Seller, Royals or any Company has breached any provision of, or is in default under any material contract, lease, agreement or other instrument relating to Royals, any Company, the Business, the Assets or the Purchased Equity, and the consummation of the transaction contemplated under this Agreement will not result in any such default. To the Knowledge of Seller, no other party to any such contract, agreement or instrument has breached any provision thereof, or is in default thereunder.

(i) **Litigation and Other Proceedings.** There are no actions, proceedings, claims, litigation, arbitration, administrative proceedings, audits or investigations pending, or threatened, involving Royals, any Company, their Assets, the Business or Seller that would in any case or in the aggregate, (i) result in any Material Adverse Effect (as hereinafter defined) or in any material impairment of the right or ability of Royals or any Company to carry on its Business as previously and presently conducted or as proposed to be conducted, or in any material liability on the part of any Company; or (ii) challenge the validity of this Agreement or any action taken or to be taken in connection herewith. There are no unsatisfied judgments, penalties or awards against or affecting Royals, any Company, the Business, the Assets or the Purchased Equity. None of Royals, Seller, any Company or any director, officer, manager, or employee thereof: (A) has been convicted in a criminal proceeding or is a named subject of a pending criminal proceeding with would have a Material Adverse Effect on the continuation or validity of any of the Licenses; (B) is or has been the subject of any order, stipulation, or decree, not subsequently reversed, suspended or vacated, which is material to the Assets; or (C) has otherwise been found by a court or other adjudicating body of competent jurisdiction in a civil, criminal or administration action or by any other Governmental Authority to have violated any Law.

(j) **Tax Matters.**

(i) Royals and each Company: (A) has timely filed (or another has timely filed on its behalf) all income Tax returns and other Tax returns required to have been filed by it, and all such Tax returns are true, correct and complete as to the amount of Tax required to be shown as due and owing thereon and (B) has paid (or another has paid on its behalf) all Taxes for which it is liable (irrespective of whether such Taxes are required to be shown on a Tax return). No written claim has ever been made by a governmental body in a jurisdiction where Royals or any Company does not file Tax returns that it is or may be subject to Tax by that jurisdiction. There are no liens, claims, encumbrances, restrictions or charges with respect to any asset of Royals or any Company that arose in connection with any failure (or alleged failure) by Royals or such Company to pay any Tax imposed on it, other than Taxes not yet due and payable. There are currently no effective agreements between

Royals or any Company and a taxing authority for the extension of time for the assessment of any Tax. None of Seller, Royals or any Company has received any notice of a deficiency assessment or proposed adjustment of such Person's United States income Tax or state or municipal Taxes that relates to a currently pending audit, examination or other proceeding.

(ii) Each Company has withheld and paid proper and accurate amounts from its employees' compensation full and complete in compliance with all withholding and similar provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), and any other Tax Laws, and has collected, withheld or paid, or caused to be collected or withheld and paid, all Taxes on monies paid to such Company by other Persons or received by such Company from other Persons where any Tax collection, withholding or payment is required by applicable Law.

(iii) None of Seller, Royals or any Company has received from any governmental body a written notice of any Tax-related audit or Tax-related other proceeding that is currently pending. None of Seller, Royals or any Company or any predecessor of Royals or any Company has ever been a party to any "reportable transactions" or "listed transactions" as defined in Code §6707A(c) and Treasury Regulation §1.6011-4(b). Neither Royals nor any Company has any employees, offices or permanent establishments in any jurisdiction outside its country of incorporation. Neither Royals nor any Company has been a party to a reorganization under section 368 of the Code, nor has Royals or any Company distributed stock of another corporation under section 355 of the Code. Neither Royals nor any Company's capital stock has been distributed by another corporation under section 355 of the Code. Neither Royals nor any Company will be required to include any item of income in taxable income as a result of any change in method of accounting for a taxable period ending on or prior to the Initial Closing Date, the use of an improper method of accounting for a taxable period ending on or prior to the Initial Closing Date, or any installment sale or open transaction made on or prior to the Initial Closing Date.

(iv) The tax status of Royals and each Company is set forth on Schedule 3.1(j)(iv).

(k) **Employees.** As of the Initial Closing Date, neither Royals nor any Company shall have any obligation for any compensation, commission or other amounts payable to any employee, including, but not limited to, bonus, salary, accrued vacation, fringe, pension or profit-sharing benefits or severance pay payable to any employee of Royals or such Company for any period or relating to service with Royals or such Company at any time prior to the Initial Closing. Neither Royals nor any Company has any employment contracts nor does Royals or any Company have any collective bargaining agreements. Seller is not aware of any proposed, threatened or actual union organization activity affecting the current or prospective operations of any Company. During the past three (3) years, Royals and the Company Group have been in compliance in all material respects with all applicable Laws respecting employment of labor, including those related to wages, hours, eligibility for and payment of overtime compensation, worker classification (including the proper classification of independent contractors and consultants), Tax withholding, collective bargaining, unemployment insurance, workers' compensation, immigration, harassment and discrimination in employment, disability rights and benefits, affirmative action, plant closing and mass layoff issues, occupational safety and health Laws. Each Person whom Royals or any Company or any of their affiliates has retained as an independent contractor qualifies or qualified as an independent contractor and not as an employee of such retaining party under the Code and all applicable state Laws. No services are provided to Royals or any Company by any "leased employee" as that term is defined under Section 414(n) of the Code.

(l) **Employee Benefit Plans; ERISA.**

(i) There are no and have never been any “employee pension benefit plans” as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), covering employees (or former employees) employed in the United States, maintained or contributed to by Royals or any Company or any ERISA Affiliate (as hereinafter defined), or to which Royals or any Company or any ERISA Affiliate contributes or is obligated to make payments thereunder or otherwise may have any liability (“**Pension Benefit Plans**”). For purposes of this Agreement, “ERISA Affiliate” shall mean any person (as defined in Section 3(9) of ERISA) that is a member of any group of persons described in Section 414(b), (c), (m) or (o) of the Code, of which Royals or any Company is a member.

(ii) There are no and have never been any Royals or Company “welfare benefit plans” (as defined in Section 3(1) of ERISA and including medical, dental, life insurance and disability benefits) covering employees (or former employees) employed in the United States, maintained or contributed to by Royals or any Company and, to the extent covering employees (or former employees) employed in the United States, any plans, policies, programs, agreements, understandings or arrangements providing compensation or other benefits to employees and former employees, including all restricted stock, stock appreciation right, stock purchase, bonus, incentive, deferred compensation, severance and vacation plans maintained or contributed to by Royals or any Company (“**Welfare Plans**”).

(iii) None of Seller, Royals or any Company or any ERISA Affiliate is required to contribute, and has ever been required to contribute, to any multi-employer plan within the meaning of Section 3(37)(A) of ERISA. Neither Royals nor any Company or any ERISA Affiliate has ever withdrawn (in a partial or complete withdrawal) from or incurred any liability (including any contingent liability under Section 4204 of ERISA) with respect to any such multi-employer plan covering employees (or former employees) employed in the United States.

(m) **Liabilities.** Neither Royals nor any Company has any liabilities or obligations, absolute or contingent (individually or in the aggregate) whatsoever, except obligations and liabilities incurred in the ordinary course of business that are not individually in excess of \$1,000, none of which are delinquent. Neither Royals nor any Company has any obligation for money borrowed under any credit or financing agreement, guarantee or any other agreement or instrument (collectively, “**Indebtedness**”).

(n) **Indebtedness to Seller.** Neither Royals nor any Company is indebted to Seller or any other director or officer of Royals or any Company, or party to any contract with Seller or any director or officer of Royals or any Company, or any affiliate of Seller or any affiliate of Royals’ or any Company’s directors or officers, and none of such Persons has a claim of any nature against Royals or any Company.

(o) **Company Records.** All book and records of Royals and the Company Group have been provided to Purchasers which include, but are not limited to, all material business records, financial books and records, accounts, sales and purchase order files, warranty and repair files, supplier and vendor lists, customer lists, plans, forms, designs, technical data, and Tax returns from the most recent three (3) years. To the Knowledge of Seller, the books and records provided pursuant to this Section 3.1(o): (i) are in all material respects true, complete and correct; and (ii) accurately and fairly reflect in all material respects the activities of Royals and the Company Group.

(p) **Leased Real Estate.**

(i) Copies of each current lease for each Premises and of all amendments thereto have been provided to Purchasers. None of Seller, Royals or any Company has leased or otherwise granted to any Person the right to use or occupy any Premises.

(ii) The use of each Premises complies with the requirements of applicable building, zoning and other similar Laws of all applicable Governmental Authorities.

(iii) There are no suits, petitions, notices or proceedings pending or, threatened in writing against Royals or any Company with respect to any Premises by any Persons or Governmental Authority or any court (administrative or otherwise).

(q) **Environmental Laws.** Each Company (A) is in compliance with any and all applicable Laws relating to the protection of human health and safety or emissions, discharges, releases, threatened releases, removal, remediation or abatement of pollutants, contaminants, chemicals or industrial, hazardous or toxic substances or wastes into or in the environment (including air, surface water, ground water or land) or otherwise used in connection with the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous or toxic substances or wastes, as defined under such applicable Laws (“***Environmental Laws***”); (B) has received all permits, licenses or other approvals required of it under applicable Environmental Laws to conduct its Business; and (C) is in compliance with all terms and conditions of any such permit, license or approval, except to the extent that the matters within clauses (A), (B) or (C) above would not result in a Material Adverse Effect.

(r) **Insurance.** During the three (3) year period prior to the Initial Closing, each Company has carried casualty and liability insurance in amounts customary for its industry and sufficient to satisfy any requirements of any material contract, lease, agreement or other instrument relating to such Company, its Business, or its Assets.

(s) **No Material Adverse Effect.** Since December 31, 2022, there has not been any change in the Business, operations, operating results, properties, prospects, Assets, or financial condition of Royals or any Company that would reasonably be expected to have a material adverse effect on the Assets or financial condition of Royals or such Company (a “***Material Adverse Effect***”).

(t) **Brokers.** Except as set forth on Schedule 3.1(t) attached hereto, neither Royals, any Company nor any of their respective officers, directors, employees or Seller has employed any broker or finder in connection with the transactions contemplated by this Agreement, and no Person acting on behalf of Seller is or will be entitled to any brokerage fee, commission, finder’s fee or financial advisory fee, directly or indirectly, in connection with the transactions contemplated by this Agreement.

(u) **No Other Assets or Liabilities.** Royals has no liabilities except for the Indebtedness, and no assets except for its ownership of all of the issued and outstanding equity interests of each Company.

(v) **Disclosure.** Seller has fully disclosed and provided to Purchasers all material information regarding Royals, the Company Group and Business, prospects and affairs of the Company Group and Royals. Seller has provided copies of all material contracts, instruments, agreements and documents pertaining to the Business to Purchasers. No representation by Seller in the Transaction Documents, or in any written statement or certificate furnished to Purchasers in connection with the transactions contemplated by the Transaction Documents, or in the other disclosures made to Purchasers regarding Seller, Royals and the Company Group contains, or will



contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements made therein not misleading in light of the circumstances under which they were made.

3.2 **Representations of Purchasers.** Purchasers represent to Seller as of the date hereof and as of the Initial Closing Date as follows:

(a) **No Breach.** The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of any Purchaser or any instrument to which such Purchaser is a party or by which such Purchaser or any of such Purchasers' property is bound, or any judgment, decree or order of any court or Governmental Authority, or any applicable Law.

(b) **Binding Agreement.** This Agreement and the provisions hereof are legal, valid and binding against each Purchaser in accordance with their terms.

(c) **No Consent.** Except for the Liquor Approvals and the Gaming Approvals, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority on the part of any Purchaser is required in connection with the consummation of the transactions contemplated by this Agreement.

(d) **Brokers.** No Purchaser has employed any broker or finder in connection with the transactions contemplated by this Agreement, and no Person acting on behalf of any Purchaser is or will be entitled to any brokerage fee, commission, finder's fee or financial advisory fee, directly or indirectly, in connection with the transactions contemplated by this Agreement.

## **ARTICLE 4**

### **PRE-CLOSING COVENANTS OF THE PARTIES**

4.1 **Reasonable Efforts.** Seller and Purchasers shall cause to be fulfilled the conditions to their obligations set forth in Section 4.2, Section 4.3, Section 4.4 and Section 4.5.

#### **4.2 Transfer of Licenses; Maintenance of Licenses.**

(a) Promptly upon execution of this Agreement, Purchasers shall prepare and submit all notices and applications necessary to obtain the Gaming Approvals with respect to (i) the transfer of ninety-five percent (95%) of the Purchased Equity to Purchasers at the Initial Closing, including applications to replace Royals' and each Company's managers, directors, officers or principals (as applicable) with Purchasers and Purchasers' designees, as needed, and (ii) the appointment of Melissa Bukolt as the Video Gaming Manager of each Company (the "***Initial Gaming Approvals***") and prepare and submit all notices and applications necessary to obtain the Liquor Approvals. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Agreement, in the event the Final Closing does not occur for any reason other than default by Seller the applications to replace each Royals' and each Company's managers, directors, officers or principal, as applicable with Seller and Seller's designees, and the appointment of Jamie Arthurs as the Video Gaming Manager of each Company described in Section 4.2(c) shall be released from escrow to Seller in accordance with the Escrow Agreement and shall immediately become effective upon the repayment by Seller of that portion of the Total Purchase Price, if any, to which Purchasers may be entitled as a result of such termination pursuant to Section 11(b) below.

(b) Promptly after the Initial Closing, which shall occur after the parties have obtained the Initial Gaming Approvals and satisfied the other conditions to the Initial Closing set forth in Section 5.2 and Section 5.3, Purchasers shall prepare and submit all notices and applications necessary to obtain the Gaming Approvals with respect to the transfer of the remaining five percent (5%) of the Purchased Equity to Purchasers at the Final Closing, (the “***Final Gaming Approvals***”).

(c) Seller shall, upon request from Purchasers from time to time, take such reasonable steps as Purchasers may request and cooperate with Purchasers, at no cost to Seller, and assist Purchasers and/or the Company Group in any and all efforts to: (a) maintain, obtain, renew and/or reinstate all of the Licenses; and (b) obtain the Gaming Approvals and the Liquor Approvals. In connection therewith, Seller shall use commercially reasonable efforts to (i) provide documentation reasonably requested by Purchasers and/or required by any Governmental Authority, including without limitation any branch or department of the State of Illinois, Carpentersville, Elk Grove Village or East Dundee in order to accept and/or process any License application or change in control form to completion, including copies of documents evidencing the resignation of Royals and each Company’s current officers and principals and the cancellation and/or transfer of Seller’s ownership interest in Royals; and (ii) renew on a timely basis the Licenses when such Licenses are due for renewal prior to the Final Closing Date, which efforts shall, without limitation, include signing any and all License renewal forms and related documentation, removing or causing the removal, at Seller’s sole cost and expense, of any “holds” (which relate to acts or inaction prior to the Initial Closing) on the renewal of any such Licenses, and, upon reasonable prior notice, personally appearing before any department or agency, if required in order to renew, and/or assist Purchasers and the Company Group in renewing any of the Licenses. Notwithstanding anything to the contrary contained in this subsection (c), Seller shall be under no obligation to execute any documents evidencing the resignation of Royals’ and each Company’s current officers and principals unless and until Purchasers shall have delivered to the Escrow Agent written resignations of all of the directors, manager and officers (as applicable) of Royals and each Company appointed by Purchasers and the re-appointment of Jamie Arthurs as the Video Gaming Manager of each Company, to be held by the Escrow Agent and released in the event that the Final Closing does not occur for any reason other than default by Seller and which shall immediately become effective upon Seller refunding to Purchasers that portion of the Total Purchase Price, if any, to which Purchasers may be entitled as a result of such termination pursuant to Section 11.1(b) below; and Seller shall be under no obligation to execute any documents evidencing the cancellation and/or transfer of Seller’s ownership interest in Royals unless and until Purchasers shall have delivered to the Escrow Agent documents evidencing the cancellation and/or transfer of Purchasers’ ownership interest in Royals, to be held by the Escrow Agent and released in the event that the Final Closing does not occur for any reason other than default by Seller and which shall immediately become effective upon Seller refunding to Purchasers that portion of the Total Purchase Price, if any, to which Purchasers may be entitled as a result of such termination pursuant to Section 11.1(b) below.

(d) In addition and without limitation, in discharging Seller’s obligations under this Section 4.2, Seller shall (but only as permitted by Law) execute any and all applications, notifications and/or other documents reasonably requested by Purchasers that are necessary to assist Purchasers in maintaining, obtaining, renewing or reinstating the Licenses.

**4.3 Operations Pending Initial Closing.** From the date of this Agreement through the Initial Closing Date, Seller agrees as follows:

(a) Seller will manage, operate, repair and maintain the Business and each Company in substantially the same manner as it operated the Business and each Company prior to the date of this Agreement and will keep each Premises in a similar state of repair subject to normal wear and tear, exercising the same degree of care in such matters as Seller has previously exercised;

(b) Seller will keep in full force and effect all existing fire, casualty, liability and extended coverage and other insurance policies which are presently in effect for each Premises, or any portion of such Premises;

(c) Seller shall give Purchasers prompt notice of the institution of any litigation, arbitration or administrative proceeding of which it becomes aware prior to the Initial Closing Date involving Seller, Royals, any Company, or any Premises; and

(d) None of Seller, Royals or any Company shall actively market, sell or encumber any Company and/or any Premises in any manner, and shall not accept, negotiate or entertain any other offers (including an option to purchase) for the purchase of the Purchased Equity or the Business.

4.4 **Bank Accounts.** Seller shall retain ownership of any and all bank accounts, investment accounts and/or safe deposit boxes maintained by each Company, together with all cash or other assets contained therein; provided, however, that promptly following the Initial Closing, Seller shall assist Purchasers to transition any automatic deposit arrangements for video gaming related to such Seller accounts to a new account or accounts controlled by Purchasers.

4.5 **Escrow Agreement.** Prior to the Initial Closing, Purchasers and Seller shall negotiate and execute the Escrow Agreement, upon terms and conditions reasonably acceptable to Purchasers, Seller and the Escrow Agent, to be effective upon the Initial Closing Date. Purchasers and Seller shall each pay their own expenses in connection with the negotiation of the Escrow Agreement, and all fees charged by the Escrow Agent pursuant to the Escrow Agreement shall be split equally between Purchasers, on the one hand, and Seller, on the other hand.

## **ARTICLE 5**

### **CLOSINGS; CONDITIONS TO CLOSING**

#### **5.1 Closings.**

##### **(a) Initial Closing.**

(i) The Initial Closing shall take place upon the earlier of (A) five (5) days following the Drop Dead Date and (B) one (1) business day following the satisfaction or waiver of the conditions set forth in Section 5.2 and Section 5.3. The Initial Closing shall take place electronically via the electronic exchange of documents.

(ii) At the Initial Closing, Seller shall transfer to Purchasers ninety-five percent (95%) of the Purchased Equity and shall deliver an assignment of membership interests representing such ninety-five percent (95%) of the Purchased Equity, allocated in accordance with the Purchaser Allocation Percentages, and Purchasers shall deliver to the Escrow Agent an assignment of membership interests representing such ninety-five percent (95%) of the Purchased Equity, to be held by the Escrow Agent and released in the event that the Final Closing does not occur for any reason other than default by Seller and which shall immediately become effective upon Seller refunding to Purchasers that portion of the Total Purchase Price, if any, to which Purchasers may be entitled as a result of such termination pursuant to Section 11.1(b) below.



(iii) At the Initial Closing, Seller shall pay the following costs: (A) recording and/or filing fees for the release of liens; and (B) any transfer, sales, use, stamp, value-added, registration or any other similar Taxes due and payable as a result of the transactions contemplated herein, but specifically excluding any transfer or other fees incurred by Purchasers in obtaining the Liquor Approvals and Gaming Approvals.

(b) **Final Closing.**

(i) The Final Closing shall take place upon the earlier of thirty (30) days following the Initial Closing and one (1) business day after the conditions set forth in Section 5.4 and Section 5.5 shall have been satisfied or waived by the benefitting party on or prior to the Final Closing; provided, however, that neither Seller nor any Purchaser shall be required to effect the Final Closing if, prior to the Final Closing, Purchasers or Seller receive notice from the IGB that the IGB disapproves of any of the transactions contemplated by this Agreement. The Final Closing shall take place electronically via the electronic exchange of documents.

(ii) At the Final Closing, Seller shall transfer to Purchasers the remaining five percent (5%) of the Purchased Equity and shall deliver an assignment of membership interests representing such five percent (5%) of the Purchased Equity, allocated in accordance with the Purchaser Allocation Percentages.

5.2 **Conditions to Purchasers' Obligations at Initial Closing.** The Initial Closing shall occur upon the earlier of five (5) days following the Drop Dead Date or one (1) business day following the satisfaction or waiver of the following conditions:

(a) All representations by Seller in this Agreement shall be true and correct on and as of the Initial Closing Date;

(b) Seller shall have executed, performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller on or before the Initial Closing Date;

(c) The parties shall have obtained the Initial Gaming Approval and any other consents from third parties necessary to consummate the transactions contemplated to occur at the Initial Closing with respect to each Company;

(d) Seller shall have delivered to Purchasers the Payoff Letters, if any, and corresponding UCC-3 termination statements representing the extinguishment of all Indebtedness of Royals and each Company;

(e) No suit or proceeding shall have been threatened or instituted against Royals or any Company which in the reasonable judgment of Purchasers could (i) adversely affect the consummation of the transactions contemplated hereby, or (ii) have a Material Adverse Effect on the Assets or the Business;

(f) Unless otherwise agreed in writing by Purchasers, each Company shall have terminated all written or oral agreements, contracts, or arrangements in relation to the Business, including, without limitation, any agreement for the purchase or sale of any material, supplies, services or other assets, any employment, consulting, termination, severance or indemnification contract, any partnership, joint venture or similar agreement, and any commission contract or licenses relating to the Business;

(g) Royals and each Company shall have delivered to Purchasers written resignations, effective as of the Initial Closing Date, of all of the directors, manager and officers (as applicable) of Royals and each Company, unless otherwise agreed in writing by Purchasers, and Purchasers shall have delivered to Seller written resignations of all of the directors, manager and officers (as applicable) of Royals and each Company appointed by Purchasers, to be held Seller pending, and effective upon, the Final Closing not occurring for any reason other than default by Seller and Seller refunding to Purchasers that portion of the Total Purchase Price, if any, to which Purchasers may be entitled as a result of such termination pursuant to Section 11.1(b) below;

(h) Royals and each Company shall have delivered to Purchasers a certificate of a duly appointed officer of Royals and each Company, dated as of the Initial Closing Date and certifying that attached thereto are true and complete copies of the Company Group Organizational Documents, and a certificate of good standing of Royals and each Company from the State of Illinois dated within five (5) days of the Initial Closing Date;

(j) Purchasers shall have received from Seller an assignment of membership interests representing ninety-five percent (95%) of the Purchased Equity, allocated in accordance with the Purchaser Allocation Percentages, and Seller shall have received from Purchasers an assignment of membership interests representing ninety-five percent (95%) of the Purchased Equity, to be held by the Escrow Agent and released in the event that the Final Closing does not occur for any reason other than default by Seller and which shall immediately become effective upon Seller refunding to Purchasers that portion of the Total Purchase Price, if any, to which Purchasers may be entitled as a result of such termination pursuant to Section 11.1(b) below;

(k) Seller shall have delivered to Purchasers an affidavit from Seller stating Seller's Social Security Number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code (and any similar affidavit that may be required under state Law;

(l) Purchasers shall have received all information and documents reasonably requested from Seller in connection with Purchasers' due diligence investigation of the Company Group, and Purchasers shall have completed their investigation of Seller, Royals and the Company Group to their sole satisfaction. From the date hereof through the Initial Closing Date, Purchasers and their respective agents shall have reasonable access to each Premises and shall have the right to inspect each Premises, the Due Diligence Deliveries and all other documents in the possession or control of Seller, Seller's agents, employees and representatives relating to each Premises, the Business, Royals and the Company Group. In addition, Purchasers shall have the right, in their sole discretion, to obtain and review UCC, judgment, lien and related searches against Royals, the Company Group, Seller and any other relevant parties, as determined by Purchasers;

(m) Purchasers, Seller and the Escrow Agent shall have finalized the Escrow Agreement, and Seller and the Escrow Agent shall have delivered their respective signature pages thereto; and

(n) all other documents reasonably and customarily referred in order to complete the transfer and assignment of the Purchased Equity in connection with the Initial Closing.

5.3 **Conditions to Seller's Obligations at Initial Closing.** The obligation of Seller to consummate the transactions to be performed in connection with the Initial Closing is subject to satisfaction of the following conditions:

(a) All representations by Purchasers contained in this Agreement shall be true and correct on and as of the Initial Closing;

(b) Seller shall have obtained lessor's consent to, and Purchasers shall have executed, an assignment of the lease for the Premises of The Gaming Café 2 to Purchasers, and lessor's consent to the release of the existing guarantors of the lease for the Premises of The Gaming Café;

(c) Purchasers shall have executed, performed and complied with all covenants and agreements, satisfied all conditions that they are required by this Agreement to perform, comply with or satisfy, before or at the Initial Closing;

(d) Purchasers, Seller and the Escrow Agent shall have finalized the Escrow Agreement, and Purchasers shall have delivered their signature pages thereto; and

(e) Purchasers shall have delivered the portion of the Total Purchase Price required pursuant to Section 2.2(a)(ii).

5.4 **Conditions to Purchasers' Obligations at the Final Closing.** The Final Closing will occur upon the earlier of thirty (30) days following the Initial Closing (the "***Final Closing Period***") and one (1) business day following the satisfaction or waiver of the following conditions:

(a) The representations of Seller set forth in Section 3.1(b) and (c) hereof shall be true and correct on and as of the Final Closing Date with respect to the remaining five percent (5%) of the Purchased Equity to be transferred to Purchasers at the Final Closing;

(b) Seller shall have executed, performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with on or before the Final Closing Date;

(c) If any principal of Royals is re-appointed as an officer or director of Royals or any Company following the Initial Closing for any reason other than default by Purchasers, such principal shall have delivered to Purchasers such principal's written resignation, effective as of the Final Closing Date;

(d) The parties shall have obtained the Final Gaming Approval, the Liquor Approval and any other consents from third parties necessary to consummate the transactions contemplated to occur at the Final Closing with respect to each Company; and

(e) Purchasers shall have received from Seller an assignment of membership interests representing the remaining five percent (5%) of the Purchased Equity, allocated in accordance with the Purchaser Allocation Percentages;

provided, however, that in the event that, as of the expiration of the initial 30-day Final Closing Period, (i) Purchasers have submitted all documents and information required by IGB and are working in good faith to obtain the Final Gaming Approval, and Purchasers contact IGB not more than three (3) business days prior to expiration of said thirty (30) day period and receive notice from IGB that Final Gaming Approval has not yet been granted and provide Seller with verification of same from IGB prior to expiration of said thirty (30) day period; or (ii) if Purchasers have submitted all documents and information required for and are working in good faith to obtain the Liquor Approval and have not received the Liquor Approval or any indication from Carpentersville, Elk Grove Village or East Dundee that Purchasers will not obtain the Liquor Approval, the Final Closing Period shall automatically be extended for an additional fifteen (15) days.

5.5 **Conditions to Seller's Obligations at Final Closing.** The obligation of Seller to consummate the transactions to be performed in connection with the Final Closing is subject to satisfaction of the following conditions:

(a) Purchasers shall have executed, performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by them on or before the Final Closing Date.

(b) Purchasers shall have delivered the Final Payment required pursuant to Section 2.2(c).

## **ARTICLE 6**

### **POST-CLOSING COVENANTS OF THE PARTIES**

6.1 **Contracts.** In the event Purchasers do not assume any existing contracts, Seller shall remain liable for such contracts and indemnify Purchasers from any liability from the contracts in accordance with Article 7. Seller shall be responsible for the payment of any and all costs (including operating costs) and expenses of Royals, the Company Group and the Business that accrue through or are attributable to any period prior to the Initial Closing Date. Seller agrees, within ten (10) business days of receipt of any invoice or notice from Purchasers or any Company, to pay directly the amounts payable by Seller under this Section 6.1 or to reimburse Purchasers or such Company for amounts paid or advanced by Purchasers or such Company for such costs and expenses. Purchasers shall provide detailed statements of any amounts due to Purchasers or any Company hereunder and shall include copies of all related invoices or bills.

#### 6.2 **Taxes.**

(a) **Allocation of Straddle Period Taxes.** In the case of Taxes that are payable with respect to any Straddle Period, the portion of any such Tax allocable between the portion of the Straddle Period ending on the Initial Closing Date and the portion of the Straddle Period beginning after the Initial Closing Date shall be determined as follows: (i) in the case of Taxes resulting from, or imposed on net income, payroll, sales, gross receipts, withholding on payments or accruals to other Persons (including wages), the amounts shall be allocated between the two portions of the Straddle Period based on a “closing of the books” method as of the end of the Initial Closing Date; and (ii) in the case of any Taxes imposed based upon the passage of time (such as real or personal property Taxes and similar ad valorem Taxes), amounts shall be allocated by taking the amount of Tax for the entire Straddle Period and multiplying it by a fraction the numerator of which is the number of calendar days in the relevant portion of the Straddle Period (for this purpose, with the pre-Closing portion of the Straddle Period ending on the Initial Closing Date) and the denominator of which is the number of calendar days in the entire Straddle Period. For purposes of clause (i) above, any item determined on an annual or periodic basis (including amortization and depreciation deductions and the effects of graduated rates) shall be allocated to the applicable portion of the Straddle Period based on the relative number of days in such portion of the Straddle Period as compared to the number of days in the entire Straddle Period.

#### (b) **Tax Returns.**

(i) Seller, at Seller’s expense, shall prepare or cause to be prepared and timely filed all Tax returns for Royals and each Company for each taxable period ending on or before the Initial Closing Date (each, a “***Pre-Closing Tax Period***”) (including, for the avoidance of doubt, the IRS Form 1065 and related schedules to be filed for the taxable year of each Company ending with the close of business on the Initial Closing Date) (collectively, “***Seller Prepared Returns***”). To the extent permitted under applicable Law, the Prepared Returns shall be prepared in accordance with existing procedures and practices and accounting methods of the Company Group as in effect on the date hereof. Seller shall furnish such Seller Prepared Returns to Purchasers for Purchasers’ review at least twenty (20) days prior to the due date (including any extensions thereof) for filing such Seller Prepared Returns and Seller shall consider Purchasers’ comments in good faith. Seller shall pay all

Taxes shown due on each Seller Prepared Return on or before the date such Seller Prepared Return is filed.

(ii) Except as otherwise provided in Section 6.2(b)(i), Purchasers shall, at their expense, cause to be prepared and timely filed all Tax returns of Royals and each Company for periods that include or begin after the Initial Closing Date. Purchasers shall furnish any such Tax returns that involve a Straddle Period to Seller for Seller's review at least twenty (20) days prior to the due date (including any extensions thereof) for filing such Tax returns and Purchasers shall consider Seller's comments in good faith. Seller shall pay any Taxes that are shown due on each Straddle Period Tax return and that are allocable to Seller pursuant to Section 6.2(a) on or before the date such Straddle Period Tax return is filed.

(c) **Cooperation.**

(i) Each of the parties hereto shall provide each other with such assistance as may reasonably be requested by any other party in connection with the preparation of any Tax Return or any Tax Contest. Such assistance shall include making employees available on a mutually convenient basis, and at no cost to the requesting party, to provide additional information or explanation of material provided hereunder and shall include providing copies of relevant Tax returns and supporting material.

(ii) Purchasers shall or shall cause Royals and each Company to (A) retain all books and records with respect to Tax matters pertinent to Royals or such Company relating to the Pre-Closing Tax Period until the expiration of the statute of limitations (including any extensions thereof) applicable to such taxable periods, and to abide by all record retention agreements entered into with any Governmental Authority, and (B) provide Seller with reasonable written notice prior to transferring, destroying or discarding any such books and records.

(d) **Tax Contests.** In the event that any Governmental Authority informs a party hereto (or any of its affiliates) of any audit, litigation, dispute, or other proceeding with respect to Taxes attributable to a Pre-Closing Tax Period or a Straddle Period (collectively, a "***Tax Contest***"), such party shall notify the other parties hereto of such matter promptly, and in any event within five (5) business days, after receiving notice of such Tax Contest; provided that failure to promptly notify shall not reduce the other party's indemnity obligation hereunder except to the extent such party's ability to defend against such matter is actually prejudiced thereby. Seller shall, at Seller's sole cost and expense, control the conduct and defense of any Tax Contest relating to income Tax matters of Royals or any Company for one or more Pre-Closing Tax Periods. Purchasers, at their own expense, shall control the conduct and defense of any other Tax Contest. Each party hereto controlling any such Tax Contest (Seller or Purchasers, as the case may be) shall, however, keep the other party informed of all developments on a timely basis, shall provide the other party (Seller or Purchasers, as the case may be) with copies of any and all written correspondence received from the Governmental Authority related to such Tax Contest and shall provide the other relevant party (Seller or Purchasers, as the case may be) with the opportunity to attend conferences, hearings and other meetings with or involving the Governmental Authority and to review and provide comments with respect to written responses provided to the Governmental Authority with respect to such Tax Contest. The party hereto controlling (Seller or Purchasers, as the case may be) a Tax Contest shall consult the other party (Seller or Purchasers, as the case may be) and obtain consent from such other party (which consent (in each case) shall not be unreasonably withheld, conditioned or delayed) prior to accepting any proposed adjustment or entering into any settlement, resolution or other agreement in compromise regarding any Taxes to the extent such proposed adjustment, settlement or agreement in compromise would give rise to an indemnification obligation pursuant to the terms of this Agreement or a liability for Taxes for any Person (or the direct or indirect owners of a Person) that is a party hereto.



(e) **Transfer Taxes.** All transfer, sales, use, documentary, property, or similar Taxes applicable to, imposed upon or directly arising out of the transfer of the Purchased Equity or any other transaction contemplated by this Agreement shall be paid by Seller, and the parties hereto shall reasonably cooperate with each other in filing any related Tax returns and taking reasonable actions to mitigate or otherwise reduce any such Tax. Nothing in the foregoing shall be read or construed as requiring Seller to pay any transfer fees in connection with the Liquor Approvals or the Gaming Approvals.

(f) **Adjustments to Purchase Price.** All payments by Seller to Purchasers or by Purchasers to Seller after the Final Closing under this Section 6.2 or under Article 7 shall be treated as an adjustment to the Purchase Price, unless otherwise required by applicable Law.

(g) **Tax Withholding.** Purchasers shall be entitled to deduct and withhold from any payments made pursuant to this Agreement any amounts required to be deducted and withheld under the Code or other applicable Law, and shall timely remit any such withheld amounts to the appropriate Governmental Authority as required by all applicable Laws. To the extent any such amounts are so deducted or withheld, the amount of such consideration shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

6.3 **Accounts; Cash.** Seller shall be responsible for all accounts payable of each Company accrued through the Initial Closing Date. All (i) cash held by each Company as of the Initial Closing Date and (ii) any gaming revenue of the Company Group accruing through the Initial Closing Date as mutually agreed upon by Purchasers and Seller prior to the Initial Closing Date (“***Closing Gaming Revenue***”) shall be the property of Seller and the amounts thereof shall be a credit to Seller at the Initial Closing. In the event that any Closing Gaming Revenue is received by Purchasers that is attributable to Company Group operations prior to the Initial Closing Date, Purchasers shall cause it to promptly be paid to an account designated by Seller. In the event that any Closing Gaming Revenue is received by Seller that is attributable to Company Group operations on or after the Initial Closing Date, Seller shall cause it to promptly be paid to an account designated by Purchasers.

6.4 **Employee Payments; Benefits.** Seller shall remain responsible for all of obligations of Royals and each Company to employees or former employees of Royals or such Company attributable to any period prior to the Initial Closing Date, including, without limitation:

(a) Any severance, separation, deferred compensation or similar benefits to any employee or former employee of any Company;

(b) All medical, life insurance, disability and other welfare plan expenses and benefits with respect to claims incurred by employees or former employees of any Company or their covered dependents;

(c) All claims for workers’ compensation benefits that accrue through or are attributable to any period prior to the Initial Closing Date; and

(d) All obligations of any Company to employees and former employees of such Company, and their eligible dependents in respect of health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985 and the Health Insurance Portability and Accountability Act of 1996 and other applicable Law relating to employment.

6.5 **Public Announcements; Confidentiality.** No public announcement or other publicity regarding the existence of this Agreement or any agreements contemplated hereby or their contents or the transactions contemplated hereby or thereby shall be made by any party or any of their respective affiliates, officers, managers, directors, employees, representatives or agents, without the prior written agreement of Purchasers as to form, content, timing and manner of distribution or publication. Except to the extent required or permitted by this Agreement or required by any applicable Law, or compelled use in litigation, or for Tax return preparation, each party shall maintain the confidentiality of, and not publicly disclose, (a) the terms of this Agreement, any agreement executed in connection herewith or (b) any confidential or proprietary information relating to Purchasers, the Business (including information relating to accounts, financial dealings, transactions, users, trade secrets, intangibles, pricing lists, processes, plans and proposals). Each party shall have the right to disclose any such information to its lawyers, accountants, consultants, investors, employees, and members.

6.6 **Licenses, Cooperation and Transition Assistance.**

(a) Seller shall, upon request from Purchasers from time to time, take such reasonable steps as Purchasers may request and cooperate with Purchasers, at no cost to Seller, and assist Purchasers and/or the Company Group in any and all efforts to: (a) maintain, obtain, renew and/or reinstate all of the Licenses; and (b) obtain the Approvals. In connection therewith, Seller shall use commercially reasonable efforts to (i) provide documentation reasonably requested by Purchasers and/or required by any branch or department of the State of Illinois, Carpentersville, Elk Grove Village or the East Dundee in order to accept and/or process any License application or change in control form to completion, including unexecuted copies of documents to be executed and delivered at the Initial Closing or Final Closing (and, following the occurrence of the Initial Closing or Final Closing, as applicable, copies of the executed documents delivered on such dates) evidencing the resignation of Royals' and each Company's current officers and principals and the cancellation and/or transfer of Seller's ownership interest in Royals and each Company; and (ii) renew on a timely basis the Licenses when such Licenses are due for renewal prior to the Initial Closing Date, which efforts shall, without limitation, include signing any and all License renewal forms and related documentation, removing or causing the removal, at Seller's sole cost and expense, of any "holds" (which relate to acts or inaction prior to the Initial Closing) on the renewal of any such Licenses, and, upon reasonable prior notice, personally appearing before any department or agency, if required in order to renew, and/or assist Purchasers and the Company Group in renewing any of the Licenses.

(b) In addition and without limitation, in discharging Seller's obligations under this Section 6.6, Seller shall (but only as permitted by Law) execute any and all applications, notifications and/or other documents reasonably requested by Purchasers that are necessary to assist Purchasers in maintaining, obtaining, renewing or reinstating the Licenses.

(c) For a period of sixty (60) days following the Final Closing, Seller shall make herself available, upon the reasonable request of Purchasers, to answer questions regarding the operation of the Business and the past practices of the Company Group and to assist with the transition of the Business to Purchasers.

(d) Any expenses incurred by Seller in connection with providing any of the services described in this Section 6.6 shall be promptly reimbursed by Purchasers upon receipt of an invoice reasonably acceptable to Purchasers evidencing the incurrence of such expenses.

6.7 **Further Assurances.** Purchasers and Seller shall, at the request of the other party, execute and deliver or cause to be executed and delivered to the requesting party, Royals or any Company, as the case may be, such documents and other instruments and take or cause to be taken such further action as may be reasonably necessary to carry out the provision of the Transaction Documents.

## ARTICLE 7

### INDEMNIFICATION

7.1 **Survival of Representations.** Except as otherwise expressly limited in this Agreement, a party's ability to make a claim for breach of the representations of the other party hereunder shall survive the Initial Closing Date for a period of twelve (12) months thereafter. Notwithstanding the foregoing, Purchasers' ability to make a claim for breach of the representations contained in Section 3.1(k), Section 3.1(l) and Section 3.1(m) shall survive the Initial Closing Date for such limitations period as is prescribed by applicable Law.

7.2 **Indemnification by Seller.** Seller agrees to indemnify, defend and hold Purchasers and their successors and assigns (collectively, the "***Purchaser Group***") harmless from and against any and all loss, liabilities, damage, claim of third parties, actions, suits, demands, judgments, or expense (including legal and other fees and charges), any member of the Purchaser Group may suffer, sustain or incur as a result of or attributable to (i) any misrepresentation, or breach of any representation, covenant, or agreement made by Seller under or in respect to this Agreement or any document or instrument executed or to be executed by or on behalf of Seller pursuant to this Agreement or in furtherance of the Agreement contemplated hereby; (ii) Seller's or Royals operation of the Business prior to the Initial Closing Date and/or any actions or omission of Seller, Royals or any Company whatsoever for all periods up to and including the Initial Closing Date; (iii) Seller's failure to comply with Illinois Law governing bulk sales of business assets, if applicable, and any and all liabilities, obligations and other amounts asserted by IDES, or any county, city or similar Governmental Authority as a result of or relating to the transactions contemplated by the Transaction Documents; and (iv) any Taxes, or other sums of money or claims of any and every kind or nature whatsoever, payable by Seller, Royals or any Company, for all periods up to and including the Initial Closing Date. The indemnification provided herein shall not limit any liability of Seller which may arise by virtue of Law. The right to indemnification, payment of damages or other remedy based on such representations, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the Initial Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, covenant, or obligation. The waiver of any condition based on the accuracy of any representation, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages, or other remedy based on such representations, covenants, and obligations.

7.3 **Indemnification by Purchasers.** Purchasers covenant and agree to defend, indemnify, and hold Seller harmless against any loss, liabilities, damage, claim of third parties, actions, suits, demands, judgments, or expense (including legal and other fees and charges), incurred or sustained by Seller as a result of or attributable to (a) any misrepresentation or breach of any representation, covenant, or agreement given or made by Purchasers under or in respect to this Agreement or any document or instrument executed or to be executed by or on behalf of Purchasers pursuant to this Agreement or in furtherance of the Agreement contemplated hereby, (b) Purchasers' operation of the Business following the Initial Closing Date and/or any actions or omission of Purchasers or any Company whatsoever for all periods following the Initial Closing Date; and (c) any Taxes, or other sums of money or claims of any and every kind or nature whatsoever, incurred by Purchasers, Royals or any Company, for all periods following the Initial Closing Date. The indemnification provided herein shall not limit any liability of Purchasers which may arise by Law.

7.4 **Procedure.** Promptly (but in any event within thirty (30) days) after receipt by Purchasers or Seller of notice of any action, proceeding, claim or potential claim (each a "***Claim***") which could give rise to a right to indemnification pursuant to any provision of this Agreement, such party shall give the party who may become obligated to provide indemnification hereunder (the "***Indemnifying Party***") written notice describing the Claim in reasonable detail ("***Claim Notice***"); provided, however, that the failure of such party to notify the Indemnifying party as provided for herein within thirty (30) days following the date on which such party was



made aware of a Claim shall not serve to relieve the Indemnifying Party of its obligations to provide indemnification hereunder, except to the extent that the Indemnifying Party's rights are prejudiced by such delay. Such Indemnifying Party shall have the right, at its option, to compromise or defend (the "***Right to Defend***"), at its own expense and by its own counsel, any such matter involving the Claim of the party seeking such indemnification (the "***Indemnified Party***"). If the Indemnifying Party wishes to exercise its Right to Defend, it shall do so in a writing delivered to the Indemnified Party of its intention to do so within thirty (30) from the date the Indemnifying Party shall have received the Claim Notice from the Indemnified Party (the "***Notification Period***"), and the Indemnified Party agrees to cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such Claim. All costs and expenses incurred in connection with such cooperation (other than the cost of internal personnel of the Indemnified Party) shall be borne by the Indemnifying Party. If the Indemnifying Party exercises its Right to Defend, the Indemnified Party shall nevertheless have the right, at its own expense, to participate in the defense of such Claim; provided that if the Indemnified Party, in the exercise of its reasonable discretion and in good faith, determines that a conflict of interest makes joint representation inadvisable, then all costs and expenses of the Indemnified Party's participation in the defense of such Claim shall be borne by the Indemnifying Party. In no event shall the Indemnified Party compromise any such Claim prior to the expiration of the Notification Period without the written consent of the Indemnifying Party. In the event the Indemnifying Party does not exercise its Right To Defend within the Notification period, the Indemnified Party shall have the sole right to compromise or defend the relevant Claim at the Indemnifying Party's expense, and the Indemnifying Party shall have no right to compromise or defend, or to participate in any efforts of the Indemnified Party to compromise or defend, or to pay in full, such Claim.

7.5 The provisions of this Article 7 shall survive Closing.

## ARTICLE 8

### NOTICES

Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (herein collectively called "***Notices***") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be personally delivered or sent by electronic mail, registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, addressed to the party to be so notified as follows:

If to Purchasers:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

If to Seller:

\_\_\_\_\_ days after mailing thereof. Notice personally delivered or sent by electronic mail shall be deemed received when delivered. Notice mailed by overnight express courier shall be deemed received by the addressee one (1) business day after mailing thereof. Either party at any time may change the address for notice to such party by mailing, sending or delivering a Notice as aforesaid.

## ARTICLE 9

### RELEASE

9.1 **Seller's Release.** Seller, for herself and on behalf of any other entities controlled by Seller, and any of their respective officers, directors, members, managers, employees, agents, representatives, successors and permitted assigns (each a "***Releasor***"), acknowledges and agrees that, from and after the Final Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action a Releasor may have against Seller, whether arising under, or based upon, any Law or otherwise (including, without limitation, any potential claims related to any amounts loaned to such Company or any potential claims related to deferred salaries, wages or similar issues) are hereby irrevocably waived by the Releasors); provided, however, that such waiver and release shall not include any potential claims Seller may have for indemnification pursuant to this Agreement.

9.2 **Purchasers' Release.** Purchasers, for themselves and on behalf of any other entities controlled by Purchasers, and any of their respective officers, directors, members, managers, employees, agents, representatives, successors and permitted assigns (each a "***Releasor***"), acknowledge and agree that, from and after the Final Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action a Releasor may have against Seller, whether arising under, or based upon, any Law or otherwise Purchasers; provided, however, that such waiver and release shall not include any potential claims Purchasers may have pursuant to this Agreement.

## ARTICLE 10

### TERMINATION

10.1 **Termination.** This Agreement may be terminated:

- (a) by the mutual consent of Purchasers and Seller;
- (b) by Purchasers by written notice to Seller if at any time prior to the Initial Closing Purchasers are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 5.2; or

(c) by Purchasers by written notice to Seller on or prior to that date which is forty-five (45) days following the date hereof (the “**Drop Dead Date**”) if any of the conditions set forth in Section 5.2 shall not have been fulfilled or could not reasonably be fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Purchasers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by Purchasers prior to the Initial Closing; and

(d) by Seller by written notice to Purchasers if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Purchasers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 5.3; or

(ii) any of the conditions set forth in Section 5.3 shall not have been fulfilled or could not reasonably be fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Purchasers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Initial Closing; provided, however, that in the event that as of the Drop Dead Date (as the same may be extended pursuant hereto), the Purchasers are working in good faith to obtain the Initial Gaming Approval and have not received any indication from the IGB that the Initial Gaming Approval will not be granted, the Drop Dead Date shall be automatically extended for an additional fifteen (15) day period.

10.2 **Consequences of Termination.** In the event of a termination of this Agreement prior to the Drop Dead Date by Purchasers, Seller shall promptly, but in any event within five (5) days, refund the full amount of the Deposit to Purchasers, as a lump sum payment via wire transfer to a bank account designated in writing by Purchasers prior to the transfer.

## **ARTICLE 11**

### **MISCELLANEOUS**

#### **11.1 Default.**

(a) If Seller fails to consummate this Agreement for any reason other than Purchasers' default, Purchasers may either (i) terminate this Agreement and receive a refund of all sums theretofore paid to Seller by Purchasers, whereupon this Agreement shall be of no further force and effect, or (ii) enforce this Agreement by an action for specific performance, as Purchasers' sole remedy and in lieu of any other remedy, at law or in equity. If Purchasers fail to consummate this Agreement for any reason other than Seller's default, Seller may, as Seller's sole remedy, and in lieu of any other remedy, legal or equitable in nature, retain the Deposit as liquidated damages and not as a penalty, the parties hereby agreeing that actual damages in the event of such default would be difficult if not impossible to ascertain and the amount of the Deposit represents the parties' best estimate of the damages that would be suffered by Seller as a result of such breach.

(b) Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event the Final Closing does not occur for any reason other than default by Seller, and in addition to any rights or remedies either party may have under subsection (a) above, (1) the documents effecting the reconveyance to Seller of all membership interests in the Company Group theretofore conveyed to Purchasers and the resignations of managers, officers, directors and Video Gaming Manager of each Company that were appointed by Purchasers on or after the Initial Closing Date shall be released from escrow to Seller in accordance with the Escrow Agreement, and such reconveyance and resignations shall become immediately effective upon Seller transferring back to Purchasers the applicable portion of the Total Purchase Price paid for such portion of the Purchased Equity (less the Deposit), (2) Purchasers shall take all actions necessary to appoint Jamie Arthurs as the Video Gaming Manager of each Company; (3) Purchasers shall take all actions reasonably required to restore the records of IDOR and the Illinois Secretary of State to reflect such resignations and terminations; and (4) Purchasers shall take any and all other steps reasonably required to nullify and make void any Liquor Approval and Final Gaming Approval, to the extent theretofore obtained.

11.2 **Expenses of Representatives.** The fees and reasonable expenses of Seller's designated representatives, accountants and attorneys shall be borne by Seller, and the fees and expenses of Purchasers' designated representatives, accountants and attorneys shall be borne by Purchasers.

11.3 **Construction.** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that Purchasers and Seller have contributed substantially and materially to the preparation of this Agreement.

11.4 **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.5 **Counterparts.** This Agreement may be executed in multiple counterparts with separate signature pages, each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument. To facilitate the execution of this Agreement, the parties may execute and exchange by facsimile or by .PDF counterparts of the signature pages, and such execution shall be deemed an original by the parties.

11.6 **Entire Agreement.** This Agreement (including all recitals, schedules and exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior understandings, if any, with respect thereto and may not be amended, supplemented or terminated, nor shall any obligation hereunder or condition hereof be deemed waived, except by a written instrument to such effect signed by the party to be charged.

11.7 **No Third-Party Beneficiaries.** The representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any Person other than the parties hereto and their permitted successors and assigns and unless otherwise expressly provided herein.

11.8 **Governing Law.** This Agreement shall be governed by the Laws of the State of Illinois, without regard to its conflict of law provisions. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in Cook County, Illinois.

11.9 **Legal Expenses.** In the event Purchasers or Seller shall bring litigation (or arbitration) to enforce the terms of this Agreement, the losing party shall pay all reasonable attorney fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Agreement, or in defending any proceeding to which Purchasers or Seller are made a party as a result of the acts or omissions of the other party.

11.10 **Assignment; Successors.** Seller may not assign any of Seller's rights or delegate any of Seller's obligations under this Agreement without the prior written consent of Purchasers. Purchasers shall have the right to assign this Agreement to a new single-purpose entity owned by Purchasers and established for this transaction, in their discretion. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

11.11 **Computation of Time.** In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

11.12 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

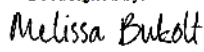
11.13 **Further Assurances.** The parties hereto agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

11.14 **Time of the Essence.** All times, wherever specified herein for the performance by Seller or Purchasers of their respective obligations hereunder, are of the essence of this Agreement.

*[signature pages follow next]*

**IN WITNESS WHEREOF**, the parties hereto have executed or caused this Agreement to be executed, and effective as of the date first written above.

**PURCHASERS:**

DocuSigned by:  
  
63C47D030314442...  
**MELISSA BUKOLT**

DocuSigned by:  
  
F3292D684178455...  
**JERRY DELAURENTIS**

**SELLER:**

DocuSigned by:  
  
8072F16F6680430...  
**JAMIE ARTHURS**

**SCHEDULE 3.1(g)**

**LICENSES**

(See attached)

Schedule 3.1(g)





## ILLINOIS GAMING BOARD

JB Pritzker • Governor Charles Schmadeke • Chairman Marcus Fruchter • Administrator

160 North LaSalle ♦ Suite 300 ♦ Chicago, Illinois 60601 ♥ Tel: 312/814-4700 ♦ Fax: 312/814-4602

**To:** All Local Units of Government Permitting Video Gaming  
**From:** Dan Gerber, Illinois Gaming Board General Counsel  
**Date:** March 27, 2023  
**Subject:** Video Gaming License Terms and Expiration

This memorandum is intended to clarify the expiration dates for certain licenses issued by the Illinois Gaming Board ("Board") in 2022.

On December 17, 2021, P.A. 102-689 amended the terms for licenses issued per the Video Gaming Act [230 ILCS 40/1 *et seq.*]. Prior to P.A. 102-689, all licenses issued under the Video Gaming Act had a one-year term. Effective December 17, 2021, all renewed and newly issued terminal operator licenses have a four-year term. All renewed and newly issued licensed establishment, licensed truck stop establishment, licensed large truck establishment, licensed fraternal establishment, and licensed fraternal establishment licenses (collectively "location licenses"), as well as terminal handler licenses and technician licenses have a two-year term. Since the Board did not hold any meetings in 2021 after December 17, 2021, these changes affected all terminal operator licenses, terminal handler licenses, technician licenses, and location licenses issued in 2022.

When the Board issued licenses in 2022, its licensing databases had not been updated to reflect the new two-year terms for terminal operator and location licenses for which P.A. 102-689 provided. Accordingly, the automatically generated licenses displayed a one-year license term instead of the two-year term for terminal handler, technician, and location licenses or a four-year term for terminal operator licenses. At each meeting in 2022, Board Administrator Marcus Fruchter explained that the licenses issued in the wake of the meeting would inaccurately reflect a 2023 expiration date when in fact all the terminal handler, technician, and location licenses issued in 2022 would expire in 2024, and terminal operator licenses would expire in 2026.

At this time, the IGB does not possess the ability to automatically issue corrected licenses, and since none of the licenses issued in 2022 expire until 2024 at the earliest, licensees are not being issued any certificate in 2023. Any location licensee that holds a license issued in 2022 expires in 2024, and is valid until 2024 unless revoked by final Board order. The efforts to recode and update the Board's licensing databases were recently completed, so this issue is limited to licenses issued in 2022.

An updated list of current licenses is maintained on our website: <https://www.igb.illinois.gov/VideoLists.aspx>. If an individual or entity appears on this list, it currently holds a license issued by the Board. We ask that you take this memorandum as notice that the Board considers any license bearing a 2023 expiration date to be valid unless that license has been revoked. For any questions about this memorandum, please contact the Board's Legal office at [IGB.Legal@illinois.gov](mailto:IGB.Legal@illinois.gov) or 312-814-4700.



STATE OF ILLINOIS



ILLINOIS GAMING BOARD  
VIDEO GAMING ESTABLISHMENT LICENSE

Lucy's Bistro, LLC - 150700471  
d/b/a Royal's  
505 Dundee Ave.  
East Dundee, IL 60118

License No:	150700471
Date Issued:	07/28/2022
Expiration Date:	07/2023

This certifies that the entity listed above is hereby issued a Video Gaming Establishment License as authorized by Illinois Gaming Board Adopted Rules. All Video Gaming Establishment licensees are subject to, and must abide by, all provisions of the Video Gaming Act and Illinois Gaming Board Rules, including but not limited to 11 Illinois Administrative Code Sections 1800.250(c) and 1800.420(b).

A handwritten signature in black ink, appearing to read "Marcus D. Fruchter".

Marcus D. Fruchter

# LICENSE

License no. 31  
V31  
VGT31

LIQUOR VIDEO GAMING  
LIQUOR E-2 BEER&WINE ONLY  
LIQUOR VIDEO GAME TERMINAL

For the Sale at Retail of Alcoholic Liquors

Village of East Dundee, State of Illinois

This is to Certify that Lucy's Bistro

Royals Gaming LLC

Having complied with the Statutes of the State of Illinois and with the ordinances, resolutions, rules and regulations of said Village, and having paid the fees required thereby, is hereby licensed to sell at retail alcoholic liquors in said Village, at the location described as follows:

505 Dundee Avenue  
East Dundee IL 60118

Business #: 278

Effective: 01/01/2024

This license shall expire: 12/31/2024

Unless sooner, revoked, as provided by law.

Witness my hand, this 01 day of December, 2023

Attest:

*Katherine Diehl*

Village Clerk



*[Signature]*

President of the Village of East Dundee

Kane County, Illinois,  
And Liquor Control Commissioner thereof.

THIS LICENSE IS NOT TRANSFERABLE

POST THIS LICENSE IN A CONSPICUOUS PLACE



State of Illinois - Dep. of Revenue  
**Illinois Business Authorization**

OFFICIAL DOCUMENT



**ROYALS GAMING LLC**

**DBA: ROYALS**

**505 DUNDEE AVE  
EAST DUNDEE IL 60118-1642**

Loc. Code: 045-0046-6-001

**East Dundee (Kane)  
Kane County**

Expiration Date:

**9/18/2023**

**Certificate of Registration**

Sales and use taxes and fees

(4261-2179)



ILLINOIS REVENUE

Director

**All State of Illinois Liquor Licenses must be FRAMED and displayed  
on the licensed premises in plain view of the general public.**

License Number

**1A-1125308**

**STATE OF ILLINOIS**  
**LIQUOR CONTROL COMMISSION**  
Governor JB Pritzker

Letter ID: L1690727624



IN ACCORDANCE WITH THE LIQUOR CONTROL  
ACT OF 1934, THIS CERTIFIES THAT:

**LUCY'S BISTRO LLC  
ROYALS  
505 DUNDEE AVE  
EAST DUNDEE IL 60118-1642**

Kane

HAS PAID ALL FEES  
AND IS ISSUED A  
LICENSE IN THE  
FOLLOWING CLASS:

**RETAILER  
ON-PREMISES**

ISSUE DATE:

09/12/23

Effective:

11/01/23

THIS LICENSE  
EXPIRES ON:

**10/31/24**

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW  
IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Sales Tax Acct # 41341066

THIS LICENSE NOT TRANSFERABLE  
AS TO PRINCIPAL

Warehouse: N/A

Verify that the information below correctly represents the information you provided. If you are not sure, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

# STATE OF ILLINOIS



## ILLINOIS GAMING BOARD VIDEO GAMING ESTABLISHMENT LICENSE

**The Gaming Cafe, LLC - 150701467**  
**d/b/a Royal's**  
**304 W. Main St**  
**Carpentersville, IL 60110**

License No: 150701467

Date Issued: 06/16/2022

Expiration Date: 05/2023

This certifies that the entity listed above is hereby issued a Video Gaming Establishment License as authorized by Illinois Gaming Board Adopted Rules. All Video Gaming Establishment licensees are subject to, and must abide by, all provisions of the Video Gaming Act and Illinois Gaming Board Rules, including but not limited to 11 Illinois Administrative Code Sections 1800.250(e) and 1800.420(b).

A handwritten signature in black ink, appearing to read "Marcus D. Fruchter".

Marcus D. Fruchter  
Administrator



# Liquor License



February 27, 2023



THE GAMING CAFE LLC  
ROYALS  
304 W MAIN ST  
CARPENTERSVILLE IL 60110-2844

Letter ID: L1515600456

License No.: 1A-1125819  
Expiration Date: 03/31/24  
License Type: RETAILER  
Account ID: 41633288

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.



STATE OF ILLINOIS  
LIQUOR CONTROL COMMISSION  
Governor JB Pritzker

Letter ID: L1515600456

1A-1125819

License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL  
ACT OF 1934, THIS CERTIFIES THAT:

THE GAMING CAFE LLC  
ROYALS  
304 W MAIN ST  
CARPENTERSVILLE IL 60110-2844

Kane

HAS PAID ALL FEES  
AND IS ISSUED A  
LICENSE IN THE  
FOLLOWING CLASS:

RETAILER  
ON-PREMISES

ISSUE DATE:

02/27/23

Effective: 04/01/23

THIS LICENSE  
EXPIRES ON:

03/31/24

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW  
IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.  
Warehouse: N/A

Sales Tax Acct # 41633288

THIS LICENSE NOT TRANSFERABLE  
AS TO PRINCIPAL

POST IN A  
CONSPICUOUS  
PLACE

**Village of Carpentersville**  
**BUSINESS LICENSE**

**THIS LICENSE EXPIRES: 12/31/2024**

License Number  
**1376**

Business Name: ROYALS  
Address: 304W MAIN STREET  
City, State, Zip: CARPENTERSVILLE, IL 60110

ID: 11049  
Date Issued: 12/13/2023

This is to certify that the person or firm named herein has paid the fees  
as set out herein, and by the authority of the Village of Carpentersville, is  
licensed to:

**HOLD A CLASS D LIQUOR LICENSE**

Mailing Address:

THE GAMING CAFE LLC  
DBA ROYALS  
304 W. MAIN STREET  
CARPENTERSVILLE, IL 60110



Total: \$1,300.00

By

Village Clerk

By

Village President

FORM LLICV

tylerbusinessforms.com

877.749.2090

**This License is NOT Transferable**

**Office Copy Only**

POST IN A  
CONSPICUOUS  
PLACE

**Village of Carpentersville**  
**BUSINESS LICENSE**

**THIS LICENSE EXPIRES: 12/31/2024**

License Number  
**1376**

Business Name: ROYALS  
Address: 304W MAIN STREET  
City, State, Zip: CARPENTERSVILLE, IL 60110

ID: 11049  
Date Issued: 12/13/2023

This is to certify that the person or firm named herein has paid the fees  
as set out herein, and by the authority of the Village of Carpentersville, is  
licensed to:

**HOLD A CLASS D LIQUOR LICENSE**

**\$1,300.00**



Total: \$1,300.00



DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PHOTOGRAPH AND A MICROPRINT BORDER

POST IN A  
CONSPICUOUS  
PLACE

Village of Carpentersville  
BUSINESS LICENSE  
THIS LICENSE EXPIRES: 12/31/2024

License Number  
1805

Business Name: ROYALS  
Address: 304W MAIN STREET  
City, State, Zip: CARPENTERSVILLE, IL 60110

ID: 11049  
Date Issued: 12/14/2023

This is to certify that the person or firm named herein has paid the fees  
as set out herein, and by the authority of the Village of Carpentersville, is  
licensed to:

COIN OPERATED AMUSEMENT/MUSIC

Mailing Address:

THE GAMING CAFE LLC  
DBA ROYALS  
304 W. MAIN STREET  
CARPENTERSVILLE, IL 60110



Total: \$80.00

By

Village Clerk

By

Village President

FORM LLICV

tylerbusinessforms.com

027 Feb 2009

This License is NOT Transferable

Office Copy Only

POST IN A  
CONSPICUOUS  
PLACE

Village of Carpentersville  
BUSINESS LICENSE  
THIS LICENSE EXPIRES: 12/31/2024

License Number  
1805

Business Name: ROYALS  
Address: 304W MAIN STREET  
City, State, Zip: CARPENTERSVILLE, IL 60110

ID: 11049  
Date Issued: 12/14/2023

This is to certify that the person or firm named herein has paid the fees  
as set out herein, and by the authority of the Village of Carpentersville, is  
licensed to:

COIN OPERATED AMUSEMENT/MUSIC

\$80.00



Total: \$80.00



2024

002

VENDING



2024

001

VENDING

# STATE OF ILLINOIS



## ILLINOIS GAMING BOARD VIDEO GAMING ESTABLISHMENT LICENSE

**The Gaming Cafe #2 Inc. - 170700472**  
**d/b/a Royal's**  
**654 Meacham Rd.**  
**Elk Grove Village, IL 60007**

License No: 170700472  
Date Issued: 06/16/2022  
Expiration Date: 05/2023

This certifies that the entity listed above is hereby issued a Video Gaming Establishment License as authorized by Illinois Gaming Board Adopted Rules. All Video Gaming Establishment licensees are subject to, and must abide by, all provisions of the Video Gaming Act and Illinois Gaming Board Rules, including but not limited to 11 Illinois Administrative Code Sections 1800.250(c) and 1800.420(b).

A handwritten signature in black ink, appearing to read "Marcus D. Fruchter".

Marcus D. Fruchter  
Administrator



PLEASE DISPLAY

**ELK GROVE VILLAGE**

Business License

License Number(s)

1592

1704

This License entitles the licensee LIQUOR CLASS D, GAMING VIDEO to operate in the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois, from 05/09/2023 until 05/31/2024, subject to all ordinances, which now or hereafter may be in force.

Fees Paid: \$ 3100.00

ID: 30999

DBA: ROYALS

Location: 654-656 MEACHAM RD

Name: THE GAMING CAFE #2 INC/ROYALS  
Address: 654-656 MEACHAM RD  
City, State, Zip: ELK GROVE VILLAGE, IL 60007



By *Sorretta M. Murphy*  
Attested Village Clerk

By *[Signature]*  
Mayor

\* For Your Records \*

Fees Paid: 3100.00	<b>ELK GROVE VILLAGE</b> Business License	License Number(s) 1592 1704
Name: THE GAMING CAFE #2 INC/ROYALS Address: 654-656 MEACHAM RD City, State, Zip: ELK GROVE VILLAGE, IL 60007		ID: 30999 DBA: ROYALS Location: 654-656 MEACHAM RD

This License entitles the licensee LIQUOR CLASS D, GAMING VIDEO to operate in the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois, from 05/09/2023 until 05/31/2024, subject to all ordinances, which now or hereafter may be in force.



By *Sorretta M. Murphy*  
Attested Village Clerk

By *[Signature]*  
Mayor

# State of Illinois Liquor License



August 15, 2023



THE GAMING CAFE #2 INC.  
ROYALS  
654-656 MEACHAM RD  
ELK GROVE VILLAGE IL 60007-3003

Letter ID: L0496978120

License No.: 1A-1132909  
Expiration Date: 09/30/24  
License Type: RETAILER  
Account ID: 42324971

All State of Illinois Liquor Licenses must be FRAMED and displayed on the licensed premises in plain view of the general public.

Letter ID: L0496978120

License Number

**1A-1132909**

**STATE OF ILLINOIS**  
**LIQUOR CONTROL COMMISSION**  
Governor JB Pritzker



IN ACCORDANCE WITH THE LIQUOR CONTROL  
ACT OF 1934, THIS CERTIFIES THAT:

THE GAMING CAFE #2 INC.  
ROYALS  
654-656 MEACHAM RD  
ELK GROVE VILLAGE IL 60007-3003

Cook

HAS PAID ALL FEES  
AND IS ISSUED A  
LICENSE IN THE  
FOLLOWING CLASS:

**RETAILER  
ON-PREMISES**

ISSUE DATE: 08/15/23 Effective: 10/01/23

THIS LICENSE  
EXPIRES ON: 09/30/24

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW  
IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Sales Tax Acct # 42324971

THIS LICENSE NOT TRANSFERABLE  
AS TO PRINCIPAL

Warehouse: N/A

**SCHEDULE 3.1(h)**

**CONTRACTS AND COMMITMENTS**

NONE

Schedule 3.1(h)

**SCHEDULE 3.1(j)(iv)**

**TAX STATUS**

Lucy's Bistro LLC (East Dundee) is a single member LLC and reports on Schedule C of Jamie Arthurs Personal Tax Return

The Gaming Café LLC (Carpentersville) has elected to be taxed as an S Corporation

The Gaming Café 2 Inc (Elk Grove Village) has elected to be taxed to be taxed as an S Corporation

**SCHEDULE 3.1(t)**

**BROKERS**

NONE

**List of Businesses owned and operating**

3D Sideouts  
Jerry 100% owner  
4018 Roberts Rd.  
Island Lake, IL 60042  
(847) 526-7174

Sweet Melissa's Pizza & Pub  
Jerry 60% owner  
Melissa 40% owner  
134 W. Rand Rd.  
Lakemoor, IL 60051  
(815) 575-2100

Lucky Lulu's  
Jerry 60% owner  
Melissa 40% owner  
2520 Rte 176 Suite 1  
Prairie Grove, IL 60014

Lulu's  
Jerry 60% owner  
Melissa 40% owner  
2633 Kirchoff Rd.  
Rolling Meadows, IL 60008  
(224) 735-2222

## Memorandum



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

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

**Subject:** 535 Dundee Ave. - Tattooing Special Use Ordinance

**Date:** April 15, 2024

---

### **Action Requested**

The Planning, Zoning, and Historic Commission ("PZHC") and staff recommend Village Board approval of an ordinance granting a special use permit for tattooing as described in Section 157.050(F)(1)(f)(1) to be located at 535 Dundee Ave., East Dundee IL, 60118, portion of PIN 03-26-227-007, in the B-3 Service Business District ("Property").

### **Summary**

Staff has received an application from Cesar Torres ("Applicant"), with permission from owners, Bob Tzotzolis and Rosa Lael, to open a tattoo and piercing business within the upcoming Elgin Mall. The Applicant has stated he has worked with Rosa at the Elgin Mall for many years and would like to continue his business in East Dundee. If approved, the Applicant will have to obtain a business license from the Village, as does each vendor of the Elgin Mall. It was explained to staff that once the Applicant receives approval from the Board, he will apply with the Illinois Department of Public Health to obtain a permit from them and his site will also be inspected prior to the State's approval. The PZHC reviewed the request and made a motion to recommend approval of the special use request with the following conditions:

1. The Applicant must comply with all local, state, and federal laws and the county and state health department permits, licenses and regulations regarding this use;
2. Tattooing is not allowed before 8:00am or after 8:00pm any day of the week;
3. Tattooing may not be visible from the Property's front exterior sidewalk.

The Village Board may choose to approve all or some of the recommended conditions, and may also amend the ordinance to add additional conditions as it sees fit.

### **Attachments**

Findings of Fact  
Notice of Public Hearing  
Ordinance  
Redacted Application

# EAST DUNDEE

## Planning, Zoning, and Historic Commission Meeting

### Findings of Fact – Special Use

Property Location: 535 Dundee Ave.; Tattoo Tenant (portion of PIN 03-26-227-007)

Hearing Date: April 4, 2024

Special Use

Requested: Tattooing

Staff has determined the below findings of fact for the PZHHC's consideration and review:


1. The use is not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; Circle one; Yes/No/Not Applicable (N.A.), Explain:  
☒ Yes.
2. The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; Yes/No/N.A.  
☒ Yes
3. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided; Yes/No/N.A.  
☒ Yes
4. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; Yes/No/N.A.  
☒ N.A.
5. How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village? The 2002 Commercial Development comp. plan goal states: "To provide for an adequate and attractive commercial base to serve the needs of Village residents". This aligns with the proposed special use.



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

7 ayes \_\_\_\_\_ nays \_\_\_\_\_ absent \_\_\_\_\_ abstain

Date: April 4, 2024

Signature:   
Chair Brunner  
Planning, Zoning, and Historic Commission

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

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Planning, Zoning, and Historic Commission of the Village of East Dundee will hold a public hearing on April 4, 2024, at 6:00 P.M. at the East Dundee Police Station 2nd Floor Meeting Room, 115 E. 3rd Street, East Dundee, Illinois, to consider the following request:

A request for a special use permit for tattooing as described in Section 157.050(F)(1)(f)(1) to be located at 535 Dundee Ave., East Dundee IL, 60118, portion of PIN 03-26-227-007, in the B-3 Service Business District

PIN: Portion of 03-26-227-007

Legal Description: LOT 1 OF LPC SUBDIVISION, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Bottalico, 120 Barrington Avenue, East Dundee, Illinois, 60118 via email at [FBottalico@eastdundee.net](mailto:FBottalico@eastdundee.net), or by phone at (847) 815-0472. Published in Daily Herald March 19, 2024 (4613321)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Fox Valley  
Daily Herald**

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

I further certify that the **Fox Valley DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/19/2024

in said **Fox Valley DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

*Danula Baltz*

Designee of the Publisher of the Daily Herald

Control # 4613321



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

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK  
AND KANE COUNTIES, ILLINOIS GRANTING A SPECIAL USE PERMIT FOR  
TATTOOING AS A SPECIAL USE LOCATED IN THE B-3 SERVICE BUSINESS  
DISTRICT  
PORTION OF PIN 03-26-227-007**

**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**, pursuant to Section 157.224 of the Village of East Dundee Zoning Ordinance ("Zoning Ordinance") and the Village's home rule authority, the Village President and Board of Trustees of the Village ("Corporate Authorities") may provide for and allow the classification of special uses in its zoning districts; and

**WHEREAS**, pursuant to the Zoning Ordinance, any person owning or having an interest in property may file an application to use such property for one or more of the special uses provided for in the zoning district in which the land is situated; and

**WHEREAS**, Bob Tzotzolis (495 Dundee LLC) ("Owner") owns 535 East Dundee Ave., Illinois ("Property") and Cesar Torres ("Applicant") operates a unit in the Property as a tenant; and

**WHEREAS**, Applicant, with the permission of Owner, filed an application ("Application") with the Village seeking a special use permit to operate a tattoo parlor at the Property, as more fully described in the Application; and

**WHEREAS**, public notice of a public hearing was published in the Fox Valley Daily Herald on March 19, 2024 regarding the Application before the Village's Planning, Zoning and Historic Commission was duly given, and a public hearing was held on the Application on April 4, 2024; and

**WHEREAS**, the Planning, Zoning, and Historic Commission reviewed the standards set forth in Section 157.224 of the Zoning Ordinance for a special use permit and recommended approval of the Application, and related findings of fact; and

**WHEREAS**, the use of tattooing in the B-3 Service Business District is a special use under Section 157.050(F)(1)(f)(1) of the Zoning Code; and

**WHEREAS**, the Corporate Authorities have reviewed the Planning, Zoning and Historic Commission's findings of fact and recommendations on the Application, and find it to be in the best interests of the health, safety and welfare of its residents to approve

the requested special use for a tattoo parlor on the Property, subject to the conditions contained within Section 3 of this Ordinance;

**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 each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION 2: Approval of Special Use Permit.** The Corporate Authorities hereby approve the Application and grant a special use permit for the Property legally described as:

Portion of PIN 03-26-227-007

LEGAL DESCRIPTION –The legal description for the Property is attached hereto and incorporated herewith as **Exhibit A**;

Commonly known as 535 East Dundee, East Dundee, Illinois 60118 for a tattoo parlor.

**SECTION 3: Conditions of Approval.** That the special use permit granted herein shall be constructed, operated and maintained in accordance with any plans and diagrams submitted as part of the Application, and shall be subject to the following terms and conditions:

1. The Applicant must comply with all local, state, and federal laws and the county and state health department permits, licenses and regulations regarding this use;
2. Tattooing is not allowed before 8:00am or after 8:00pm any day of the week;
3. Tattooing may not be visible from the Property's front exterior sidewalk.

**SECTION 4: Failure to Comply with Conditions.** The failure of Applicant, or its successors or assigns, to comply with one or more of the conditions listed in Section 3 above shall be grounds for the potential revocation of the Special Use Permit. Upon notice, a hearing will be held. The notice will provide Applicant 14 days in which to respond and answer. A hearing will be held no sooner than 30 days after the service of the notice.

**SECTION 5: 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 6: Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

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

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

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

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

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

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

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

**ATTEST:**

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

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_ 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2024.

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: \_\_\_\_\_  
Applicant

Date: \_\_\_\_\_, 2024

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 1 OF LPC SUBDIVISION, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY,  
ILLINOIS.

## Application for Rezoning, Special Use, and/or Variance

Please review the accompanying PZHC Requirements packet for all requirements applicable.  
Failure to complete this form properly will delay its consideration.

Note: Attach a Word Doc. that includes the project property PIN, legal description, and common address.

### 1) Applicant Information

Date: 4-8-24 Project Location: 535 Dundee Ave E. Dundee IL  
 Applicant Name: Cesar Torres  
 Applicant Address: [REDACTED]  
 Applicant Phone: [REDACTED]  
 Applicant Email: [REDACTED]  
 Applicant Signature: [Signature]

Check each box being requested and provide the project description in the lines provided below:

Rezoning:

☐

Special Use:

☒

Variance:

☐

PIN:

Project property size in acres/sq. ft.:

### 2) Current Zoning Districts

Indicate what the property is currently zoned as below (choose one):

E ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ B-1 ☐ B-2 ☐ B-3 ☒ B-4 ☐ OD ☐ AG-1 ☐ M-1 ☐ M-2 ☐

Current use at the property: Shopping Center

Surrounding land use zoning (may be more than one): \_\_\_\_\_

Zoning district being requested per PIN: \_\_\_\_\_

### 3) Owner Information (If different than the applicant)

Owner Name: Robert Tzotzolis Owner Signature: \_\_\_\_\_

Owner Address: [REDACTED]

Owner Phone: \_\_\_\_\_

Owner Email: \_\_\_\_\_

### 4) Billing Information (Include the name and address that all bills should be sent to)

Legal Name: same as APPLICANT -

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**B. SPECIAL USE - FINDINGS OF FACT FOR APPLICANT TO ANSWER (157.244 (C)(2))**

The questions contained in this part are directly related to the criteria in the Code that the Village must use to evaluate the project. Under the Code, most of the actions taken by the PZHC and Village Board require a "findings of fact" that a particular project meets all the applicable criteria. Accordingly, it's important that as much evidence of compliance as possible be provided with the application. **Please be sure to review the actual requirements in the relevant sections of the Code to assist you in preparing your responses.**

Please answer all questions but be concise and brief in your answers. **If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response.** You are encouraged to refer to drawings, pictures, or other materials as necessary to add clarity to your answers.

1. Will the Special Use be injurious to the enjoyment of other property in the immediate vicinity for the purposes already permitted, nor will the special use substantially diminish and impair property values within the neighborhood?

NO -

2. Will the establishment of the Special Use impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district?

NO

3. Have or will adequate utilities, access roads, drainage or necessary facilities be provided for?

YES, S

4. Have or will adequate measures be taken to provide ingress and egress to minimize traffic congestion in the public streets?

5. How is the proposed special use in harmony with the purposes, goals, objectives, policies, and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village?



**C. SUMMARY OF REQUESTED ZONING VARIANCES:**

Project Location: 535 DUNDEE AVE., EAST DUNDEE.

Applicable Code Section (Title, Chapter, Section)	What does Code require now? (Brief Summary)	Proposed Variation(s) (Brief Summary)

## D. VARIANCE - FINDINGS OF FACT FOR APPLICANT TO ANSWER

The questions contained in this part are directly related to the criteria in the Code that the Village must use to evaluate the project. Under the Code, most of the actions taken by the PZHC and Village Board require a "findings of fact" that a particular project meets all the applicable criteria. Accordingly, it's important that as much evidence of compliance as possible be provided with the application. **Please be sure to review the actual requirements in the relevant sections of the Code to assist you in preparing your responses.**

Please answer all questions but be concise and brief in your answers. **If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response.** You are encouraged to refer to drawings, pictures, or other materials as necessary to add clarity to your answers.

1. What is proposed?

TATTOO/PIERCING STUDIO INSIDE THE NEW EGGIN MALL

2. What unique circumstances have caused the need for a variance?

3. What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)

4. Specifically, how do the particular physical surroundings, shape, or topographical condition of the property result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations are carried out?

5. Specifically, what conditions are present on the property that would not be applicable generally to other property within the same zoning classification? (Suitability of Zoning)

6. Other than financial return, what other purposes is the variance request based on?

7. Has the alleged difficulty been created by any person presently having an interest in the property?

NO

8. Please give an explanation for any questions answered Yes. Check box Yes or No to each question.

Will the granting of the variation be:

- a) detrimental to the public welfare? Yes ☐ No ☒
- b) Injurious to the surrounding properties? Yes ☐ No ☒
- c) Impair an adequate supply of light and/or air to adjacent properties? Yes ☐ No ☒
- d) Endanger public health and safety? Yes ☐ No ☒
- e) Substantially diminish property values within the neighborhood or surrounding area? Yes ☐ No ☒
- f) Conform to the comp plan / land use plan? Yes ☐ No ☒



**APPLICATION AGREEMENT  
TO PAY COSTS INCURRED AND HOLD THE VILLAGE HARMLESS**

The Undersigned applicant acknowledges that the Village of East Dundee may seek advice and counsel from professional sources outside the employee staff of the Village of East Dundee in consideration of the application submitted by the applicant, including the services as those may be provided by the Village Staff, Village Attorney, Village Engineer, Planner, and Fire Protection District.

The applicant further acknowledges that testimony of all witness at Public Hearings may be recorded before a court reporter and that full transcripts of the proceedings may be prepared and retained by the Village of East Dundee as part of the official record concerning the said applicant and the applicant's costs.

As an express condition in making the said application and the consideration thereof by the Village of East Dundee, the undersigned, both personally and on behalf of the applicant, agrees to hold the Village harmless and agrees to pay forthwith the costs and expenses that may be incurred by the Village of East Dundee for such professional services, including the costs and expenses of recording and transcribing any testimony at Public Hearings in connection with the said application.

The owner hereby authorizes and consents to this request for variation, special use, and/or re-zoning and further authorizes, agrees, and consents to allow the temporary installation and display by the Village of East Dundee of Public Notice signage upon the subject property.

The applicant, having read this application and fully understanding the purpose thereof, declares that the proceeding statement made are true and that the information provided herein is complete to the best of the applicant's knowledge and belief.

  
\_\_\_\_\_  
Individually and for the Applicant

3-8-24  
\_\_\_\_\_  
Date

**FEES AND FINES (CHAPTER 37):**

Email

- Planning, Zoning, and Historic Commission public hearing: \$100

(HH) Zoning - Fees and deposits for variations, special uses, and map amendments:

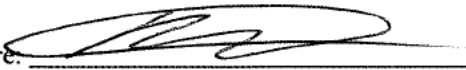
- a) All Single-Family Residential Districts (E, R-1, R-2, and R-3 Districts):
  - Non-refundable fee: \$75
  - Deposit: \$150
- b) All Residential Multiple Family District (R-4 and R-5 Districts):
  - Non-refundable fee: \$100
  - Deposit: \$250
- c) All Business Districts (B-1, B-2, B-3 and B-4 Districts):
  - Non-refundable fee: \$150
  - Deposit: \$250
- d) Other Districts: (AG-1, OD, M-1, and M-2) - fees and deposits for variations, special uses, and map amendments (all zoning districts):
  - Non-refundable fee: \$200
  - Deposit: \$1,000



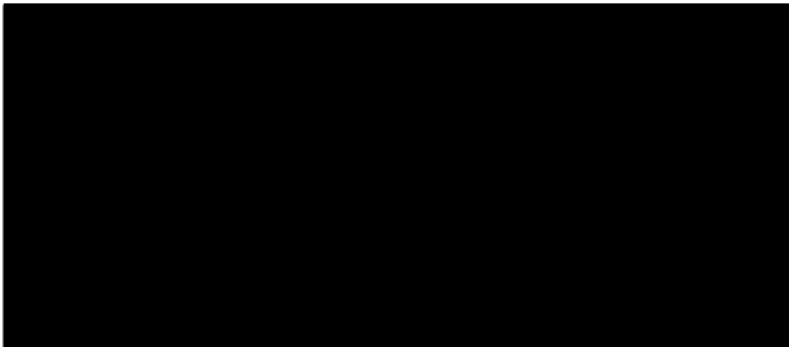
PZHC File # \_\_\_\_\_

**Affidavit of Property Ownership & Control**

I (We), Robert Tzotzolis do hereby certify or affirm that I am the legal property owner(s), contract purchasers, or beneficiary(s) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: 

Owner: 495 Dundee LLC Bob Tzotzolis



SUBSCRIBED AND SWORN TO before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(NOTARY SIGNATURE)


\_\_\_\_\_  
(NOTARY STAMP)



### Affidavit & Disclosure Agreement

To cover the Village expenses relating to applications for site plans, Subdivisions, Annexations, Zoning Amendments, Special Uses, Variations and the like:

Applications shall deposit the sum required based on the type and extent of the applicants project. Any bills received by the village and any costs incurred by the Village related to the project will be expensed against the deposit already made. Any remaining deposit funds will be returned to the applicant once the process is complete.

Signature: 

Print Name: Cesar Torres

Project Address: 535 Dundee (ELGIN MALL)



## Memorandum



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

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

**Subject:** 535 Dundee Ave. Elgin Mall Wall Sign Variance

**Date:** April 15, 2024

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### **Action Requested**

- 1) Staff recommends a motion for approval of the Findings of Fact regarding a variation from Section 156.04(C)(1)(b) regarding the maximum square feet allowed for a business establishment identification wall sign located at 535 Dundee Avenue, East Dundee, IL, 60118 (Portion of PIN 03-26-227-007) located in the B-3 General Service Business District.
- 2) Staff recommends a motion for approval of an ordinance granting a variation from Section 156.04(C)(1)(b) regarding the maximum square feet allowed for a business establishment identification wall sign located at 535 Dundee Avenue, East Dundee, IL, 60118 (Portion of PIN 03-26-227-007) located in the B-3 General Service Business District.

### **Summary**

On March 18, 2024 the Village Board of Trustees held a public hearing regarding a sign variance request from Rosa Lael of the Elgin Mall ("Applicant"). During the meeting, the Board discussed the signage and the variance requested. At the time the variance was seeking permission for a 221 sq. ft. business establishment identification wall sign. However, the Board asked the Applicant's representative, Karen Dodge, if the Applicant would consider potentially incorporating "East Dundee" into the wall sign.

After the Board meeting staff discussed this with the Applicant, and the Applicant articulated her enthusiasm for the concept and that they would submit a revised rendering. Attached to this memo is version 1 and version 2 for comparison. Version 2 includes additional illuminated lettering at the bottom of their original sign proposal. Thus, bringing the new total square footage to approximately 306 sq. ft.; an approximately 85 sq. ft. larger footprint than previously requested.

Section 156.04(C)(1)(b) states the following:

*(1) Wall signs. Business identification wall signs shall be permitted subject to the following conditions.*

*(a) There shall be a maximum of one such wall sign for each business establishment; provided, however, that a maximum of two signs shall be permitted when the business establishment to which the sign refers is located on a corner lot.*

***(b) The maximum size of any business identification wall sign shall not exceed 10% of the front building facade area to a maximum of 100 square feet.***

*(c) Business identification signs may be illuminated.*

As noted above in (b), since the wall sign will exceed the maximum of 100 sq. ft., a variance was requested. The Building Inspector and staff recommends approval of this request. Attached to this memo is a copy of the application with illustrations for your review, and the Findings of Fact to consider when approving this variance.

**Attachments**

Ordinance with Findings of Fact Exhibit

Daily Herald Certificate of Publication

Redacted Application



ORDINANCE NUMBER 24 - \_\_

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK

AND KANE COUNTIES, ILLINOIS GRANTING VARIATION FROM SECTION 156.04(C)(1)(b) REGARDING THE MAXIMUM SQUARE FEET ALLOWED FOR A BUSINESS ESTABLISHMENT IDENTIFICATION WALL SIGN LOCATED AT 535 DUNDEE AVENUE, EAST DUNDEE, IL 60118 (PORTION OF PIN 03-26-227-007) LOCATED IN THE B-3 GENERAL SERVICE BUSINESS DISTRICT

**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**, Bob Tzotsolis (495 Dundee LLC) ("**Owner**") is the owner of the property located at 535 Dundee Avenue, East Dundee, Illinois 60118, legally described in Section 2 below ("**Subject Property**"); and

**WHEREAS**, Elgin Mall Corp. ("**Applicant**"), with the consent of the Owner, filed an application with the Village seeking a variation from Section 156.04(C)(1)(b) of the East Dundee Village Code of Ordinances ("**Village Code**") limiting the maximum size of any business identification wall sign to 10 percent of the front building façade area up to a maximum of 100 square feet; and

**WHEREAS**, pursuant to Section 156.05(3) of the Village Code, and the Village's home rule authority, the President and Board of Trustees of the Village (collectively, the "**Corporate Authorities**") may provide for and allow variances to the requirements of the of Section 156.04(c)(1)(b) of the Village Code when there are practical difficulties or a particular hardship with the strict compliance with the Village Code; and

**WHEREAS**, notice of a public hearing held on March 18, 2024 for the requested relief was published in The Fox Valley Daily Herald on February 29, 2024; and

**WHEREAS**, the Village Board of Trustees reviewed the standards set forth in Section 156.05(3) of the Village Code for variations related to signs and recommends approval of the Application, and related findings of fact as adopted and set forth in **Exhibit A** attached hereto and incorporated herewith; and

**WHEREAS**, the President and Village Board of Trustees have reviewed the application, heard testimony and find it to be in the best interests of the health, safety and welfare of its residents to approve the requested variation subject to the conditions contained within Section 3 of this Ordinance;

**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 each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION 2: Variation.** That the Village President and Board of Trustees hereby grant the Application for the Subject Property, legally described as:

Portion of PIN 03-26-227-007

LOT 1 OF LPC SUBDIVISION, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

Commonly known as 535 Dundee Avenue, East Dundee, Illinois 60118.

**Variation**

A variation from Section 156.04(C)(1)(b) of the East Dundee Village Code limiting the maximum size of any business identification wall sign to 10 percent of the front building façade area up to a maximum of 100 square feet, as described in the Application. The variation granted in this Ordinance is specific to the Project as proposed in the Application and shall not apply to any other development of the Subject Property.

**SECTION 3: Conditions of Approval.** That the variances granted herein shall be constructed, operated and maintained in accordance with any plans and diagrams submitted as part of the Application, and shall be subject to the following terms and conditions:

1. The Variances cannot be transferred and shall expire at such time Applicant ceases operations at portion of PIN 03-26-227-007.

**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 herewith shall be and the same are hereby repealed.

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

**PASSED** this 15<sup>th</sup> day of April 2024 pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this 15<sup>th</sup> day of April 2024.

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

**ATTEST:**

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

Published in pamphlet form this 15<sup>th</sup> day of April 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on April \_\_\_, 2024.

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: \_\_\_\_\_  
Applicant

Date: April \_\_, 2024

## **EXHIBIT A – FINDINGS OF FACT**



## Village Board of Trustees Meeting

### Findings of Fact – Variance

**Property Location:** 535 Dundee Ave., Elgin Mall Corp: Portion of PIN 03-26-227-007

**Hearing Date:** March 18, 2024

**Variance**

**Requested:** A variation from Section 156.04(C)(1)(b) of the East Dundee Village Code limiting the maximum size of any business identification wall sign to 10 percent of the front building façade area up to a maximum of 100 square feet, as described in the Application.

Staff has determined the below findings of fact for the Village Board’s consideration and review:

1. **The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zoning district; Yes/No/Not Applicable (N.A.):**  
No
2. **The plight of the owner is due to unique circumstances; Yes/No/N.A.**  
No
3. **The variation, if granted, will not alter the essential character of the locality; Yes/No/N.A.**  
Yes
4. **The particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the regulations were strictly enforced; Yes/No/N.A.**  
No
5. **The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification; Yes/No/N.A.**  
No
6. **The purpose of the variation is not based exclusively upon a desire to make more money out of the property; Yes/No/N.A.**  
No
7. **The alleged difficulty or hardship has not been created by any person presently having an interest in the property; Yes/No/N.A.**  
No

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

Yes

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

Yes

Due to the usual nature of the operation of special uses that may give rise to unique problems with respect to their impact upon neighboring property or public facilities, the Village may stipulate conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the use as deemed necessary for the protection of the public interest. In addition, the Board may require such conditions and restrictions by a variation(s) as may be necessary to comply with the standards set forth in the Village Code or reduce or minimize the injurious effect of the variation(s) upon the other property in the neighborhood.

Based on the information contained in the application and the testimony and evidence presented at the public hearing, the Village Board of Trustees voted on the approval of these findings of fact and the requested variance resulting in the following vote:

\_\_\_ ayes \_\_\_ nays \_\_\_ absent \_\_\_ abstain

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

Signature: \_\_\_\_\_  
Village President



## APPLICATION FOR SIGN VARIANCE

This form is to be used for all SIGN VARIANCE applications (except Planned Developments) to be heard by the Village of East Dundee Village Board at a Public Hearing.

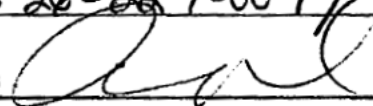

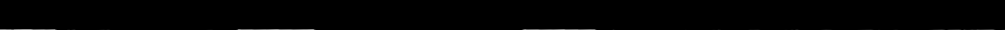
Failure to complete this form properly will delay its consideration.

### PART I. GENERAL INFORMATION

#### A. Project Information

1. Project/Owner Name: Elgin Mall
2. Project Location: 535 Dundee
3. Brief Project Description:  
We would to install a 221 square foot wall sign.
4. Project Property Legal Description: provide the legal description in a word document.  
Lot 1 of LPC Subdivision, in the Village of East Dundee, Kane County, Illinois
5. Project Property Size in Acres and Square Feet: \_\_\_\_\_
6. Current Zoning Status: B3
7. Current Use Status: Vacant
8. Surrounding Land Use Zoning: \_\_\_\_\_
9. Zoning District Being Requested (if applicable): \_\_\_\_\_
10. Parcel Index Numbers of Property: 03-26-227-007 / 03-23-479-009

#### B. Owner Information

1. Signature: Rosa Leal 
2. Name: Rosa Leal
3. Address: 
4. Phone Number: 

#### C. Billing Information (Name and address all bills should be sent to)

1. Name/Company: Same as above
2. Address: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**FOR A SIGN VARIANCE COMPLETE THE FOLLOWING:**

1. From which specific standard of the Village Code is a Variance requested (include Code section number)?

Chapter 156.04 (c) (1) (b)

2. For this site, what does the Code require?

allows for a maximum of 100 square feet.

3. What is proposed?

We are proposing to install a 221 square foot wall sign.

4. What unique circumstances have caused the need for a variance?

The location of this tenant space is near the center of this large shopping center. It is 342' from Dundee Road, 350' from the south entrance, and 711' from the north entrance. The larger sign will assist customers in wayfinding.

5. What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)

The essential character won't be altered as this is a large commercial property.



6. Specifically, how do the particular physical surroundings, shape, or topographical condition of the property result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations are carried out?

The large size of the shopping center, 3,144' x 1,991' restricts the visibility from Bunder and the entrance roads. A larger size will assist the motoring public in identifying the business.

7. Specifically, what conditions are present on the property that would not be applicable generally to other property within the same zoning classification? (Suitability of Zoning)

The setback of the building from the 3 roadways limit the readability of signage.

8. Other than financial return, what other purposes is the variance request based on?

We would like to have reasonable visibility to the public.

9. Has the alleged difficulty been created by any person presently having an interest in the property?

No

10. Please give an explanation for any questions answered YES.

- a. Will the granting of the variation be detrimental to the public welfare? (Circle)
- b. Injurious to surround properties? (Circle)
- c. Impair an adequate supply of light and air to adjacent property? (Circle)
- d. Endanger public health and safety? (Circle)
- e. Substantially diminish property values within the neighborhood? (Circle)
- f. Conformance to the Land Use Plan? (Circle)

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

YES

NO

**THE APPLICANT MUST PROVIDE A MAILING LIST AND ADDRESSED; POSTAGE  
PAID ENVELOPS FOR ALL PROPERTY OWNERS WITHIN 250 FEET OF THE  
SUBJECT PROPERTY.**

The Dundee Township can provide the list of properties. at [info@dundeetownship.org](mailto:info@dundeetownship.org)

**Application fee.**

For business districts (B-1, B-2, B-3, B-4) is \$150.00 plus a \$250.00 deposit to pay for village cost.  
For other districts (AG-1, OD, M-1, M-2) is \$200.00 plus a \$1,000.00 deposit to pay for village cost.

**APPLICATION AGREEMENT  
TO PAY COSTS INCURRED AND HOLD THE VILLAGE HARMLESS**

The Undersigned applicant acknowledges that the Village of East Dundee may seek advice and counsel from professional sources outside the employee staff of the Village of East Dundee in consideration of the application submitted to the Village of East Dundee by the applicant, including the services as those provided by the Village Staff, Village Attorney, Village Engineer, Planner and Fire Protection District.

The applicant further acknowledges that testimony of all witness at Public Hearings may be recorded before a court reporter and that full transcripts of the proceedings may be prepared and retained by the Village of East Dundee as part of the official record concerning the said applicant and the applicant's costs.

As an express condition in making the said application and the consideration thereof by the Village of East Dundee, the undersigned, both personally and on behalf of the applicant, agrees to hold the Village harmless and agrees to pay forthwith the costs and expenses that may be incurred by the Village of East Dundee for such professional services, including the costs and expenses of recording and transcribing any testimony at Public Hearings in connection with the said application.

The owner hereby authorizes, support and consents to this request for variation, and further authorizes, agrees and consents to allow the temporary installation and display by the Village of East Dundee of Public Notice (signage) upon the subject property.

The applicant, having read this application and fully understanding the purpose thereof, declares that the proceeding statement made are true and that the information provided herein is complete to the best of the applicant's knowledge and belief.

Karen Dodge - Karen Dodge

Individually and for the Applicant

2-3-24

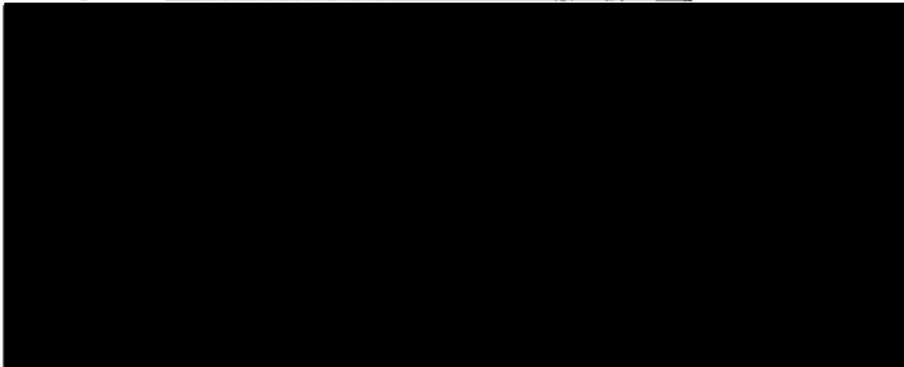
Date



**Affidavit of Ownership & Control**

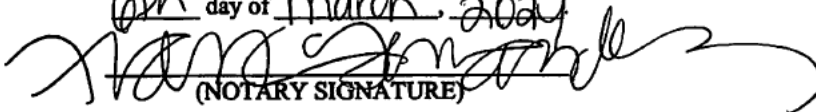
I (We), Bob Jozolis do hereby certify or affirm that I am the owner(s), contract purchasers, or beneficiary(s) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: 



SUBSCRIBED AND SWORN TO before me this

10th day of March, 2021

  
(NOTARY SIGNATURE)





### Affidavit & Disclosure Agreement

To cover the Village expenses relating to applications for Variations:

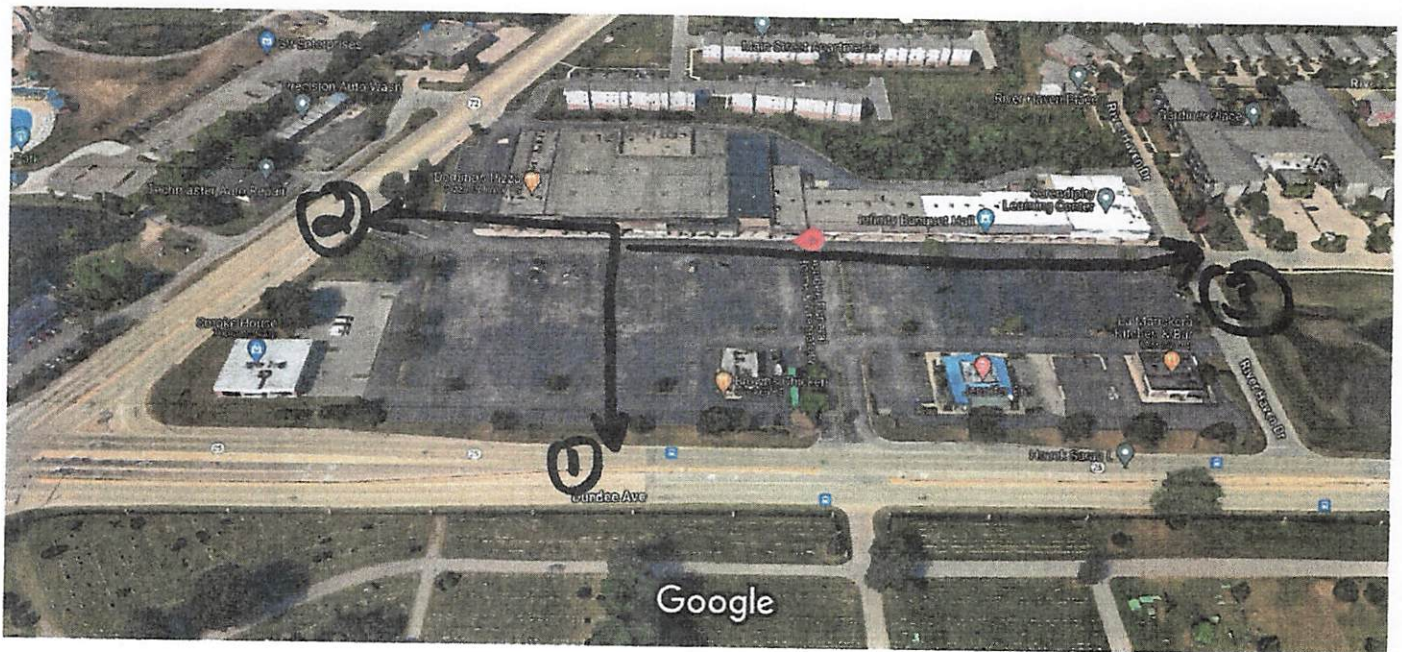
Applications shall deposit the sum required based on the type and extent of the applicant's project. Any bills received by the village and any costs incurred by the Village related to the project will be billed to the applicant. Upon payment of all bills to the Village the applicant will receive their deposit back.

Signature: [Handwritten Signature]

Print Name: Rosa D. Leal

Project Address: 535 Dundee Ave  
East Dundee IL 60118

## Dundee Funeral Home & Crematory



Imagery ©2024 Google, Imagery ©2024 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2024 100 ft

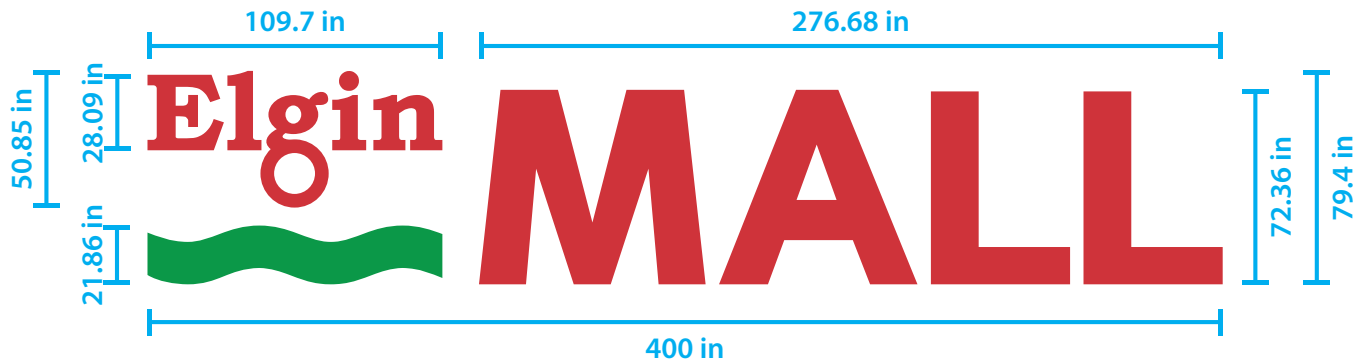
① 342' from Dundee

② 350' from south entrance

③ 711' from north entrance

Client:	Elgin Mall	Project:	Exterior Sign	Revision:	4-Permit
Address:	535 Dundee rd., East Dundee, IL 60118			Date:	03/14/2024

Artwork:



Dimensions

Overall Size:	400"W x 79.4"H
"E":	28.09"H
Line:	21.86"H
"MALL"	72.36"H

Location



Lit Channel Letters

Sided:	Single-Sided
Illumination:	Internally Illuminated
Fabrication:	Channel Letters
Return:	5" ■ Black
Trim Cap:	1" ■ Black

Face Colors:  
 "Elgin," "Mall" = ■ PMS 1797-C  
 Line = ■ Kentucky Blue Grass 276G

Electric w/in 5ft:	Yes
Site Modifications:	No
Remove Existing:	No
LED Color:	White
UL Listed Parts:	Yes
Access to Rear:	Yes

Notes: 1



Client:	Elgin Mall	Project:	Exterior Sign	Revision:	4-Permit
Address:	535 Dundee rd., East Dundee, IL 60118			Date:	03/14/2024

Mockup:



Dimensions

Overall Size:	400"W x 79.4"H
"E":	28.09"H
Line:	21.86"H
"MALL"	72.36"H

Location



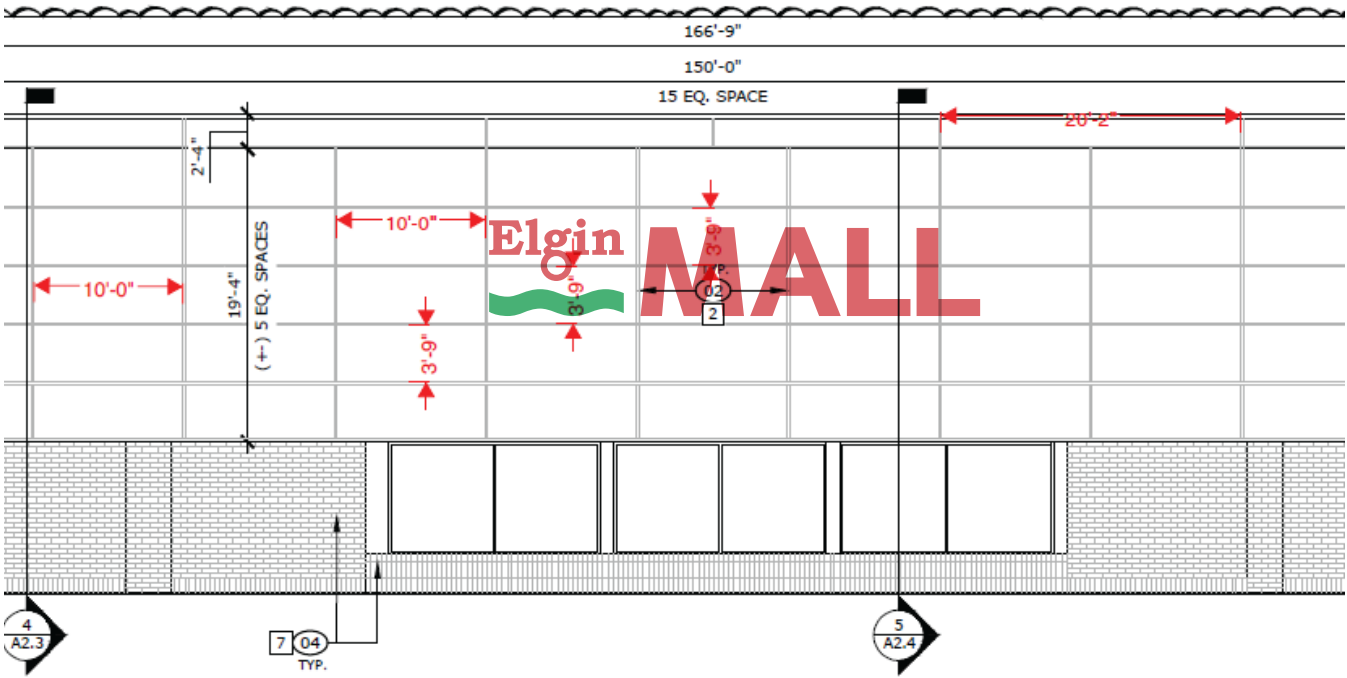
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Illumination:	Internally Illuminated
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Return:	5" ■ Black
Trim Cap:	1" ■ Black
Face Colors:	
"Elgin," "Mall" =	■ PMS 1797-C
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Electric w/in 5ft:	Yes
Site Modifications:	No
Remove Existing:	No
LED Color:	White
UL Listed Parts:	Yes
Access to Rear:	Yes

Notes:

Client:	Elgin Mall	Project:	Exterior Sign	Revision:	4-Permit
Address:	535 Dundee rd., East Dundee, IL 60118			Date:	03/14/2024

Mockup:



Dimensions

Overall Size:	400"W x 79.4"H
"E":	28.09"H
Line:	21.86"H
"MALL"	72.36"H

Location



Lit Channel Letters

Sided:	Single-Sided
Illumination:	Internally Illuminated
Fabrication:	Channel Letters
Return:	5" ■ Black
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 "Elgin," "Mall" = ■ PMS 1797-C  
 Line = ■ Kentucky Blue Grass 276G

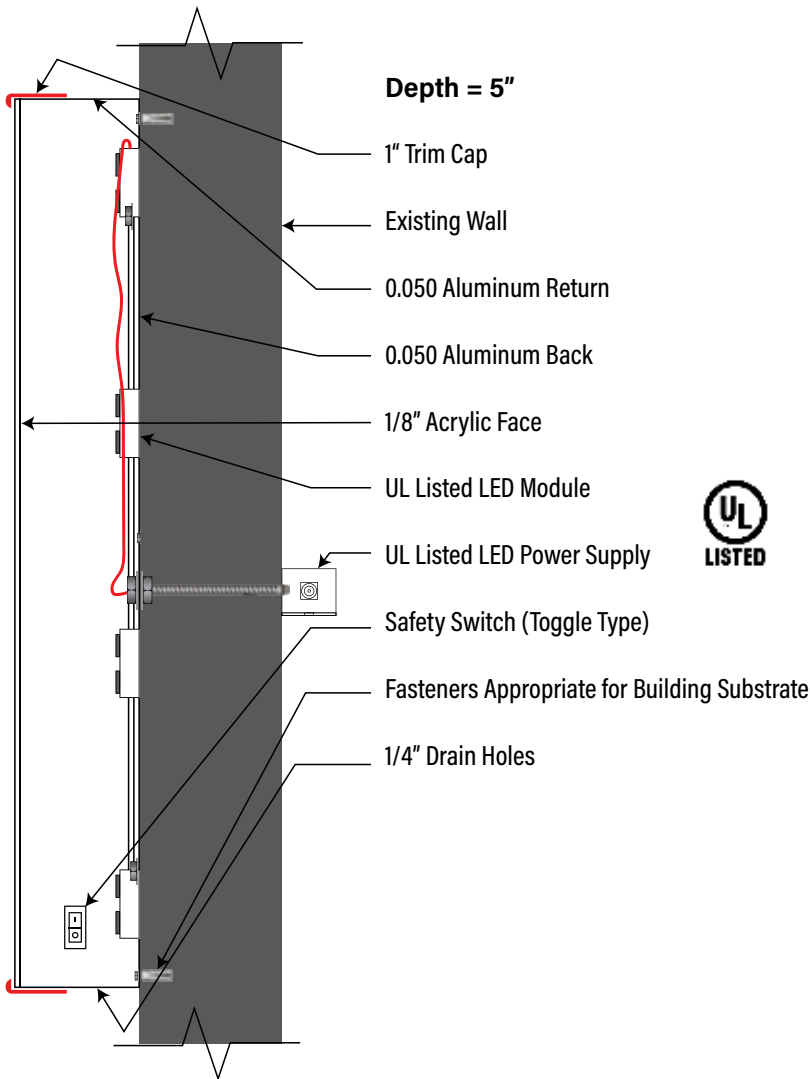
Electric w/in 5ft:	Yes
Site Modifications:	No
Remove Existing:	No
LED Color:	White
UL Listed Parts:	Yes
Access to Rear:	Yes

Notes:



Client:	Elgin Mall	Project:	Exterior Sign	Revision:	4-Permit
Address:	535 Dundee rd., East Dundee, IL 60118			Date:	03/14/2024

Installation:



Dimensions

Overall Size:	400"W x 79.4"H
"E":	28.09"H
Line:	21.86"H
"MALL"	72.36"H

Location



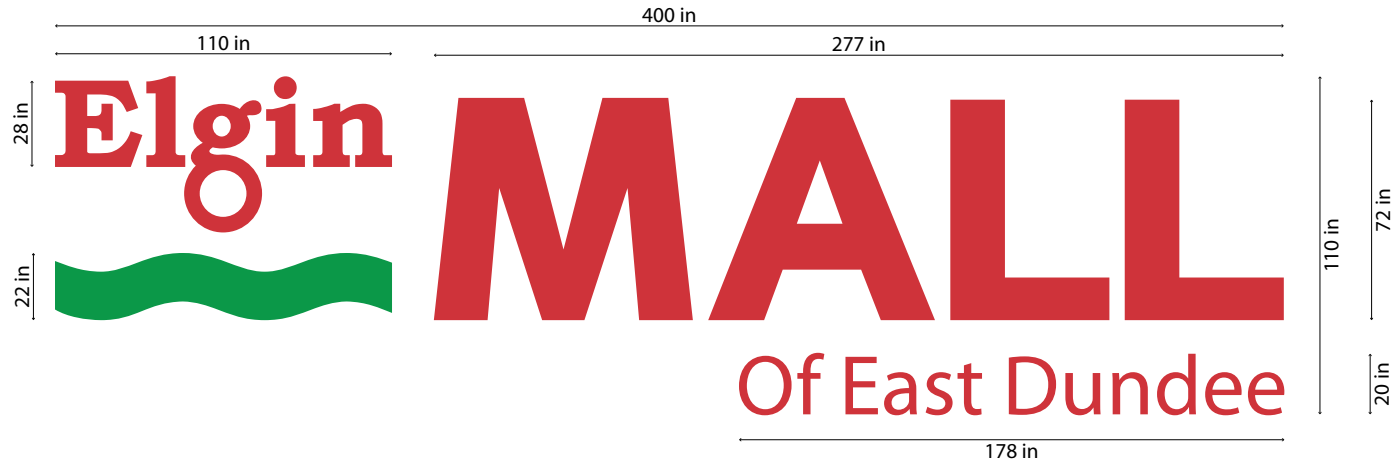
Lit Channel Letters

Sided:	Single-Sided
Illumination:	Internally Illuminated
Fabrication:	Channel Letters
Return:	5" ■ Black
Trim Cap:	1" ■ Black
Face Colors:	
"Elgin," "Mall" =	■ PMS 1797-C
Line =	■ Kentucky Blue Grass 276G
Electric w/in 5ft:	Yes
Site Modifications:	No
Remove Existing:	No
LED Color:	White
UL Listed Parts:	Yes
Access to Rear:	Yes

Notes:

Client:	Elgin Mall	Project:	Exterior Sign	Revision:	7
Address:	535 Dundee rd., East Dundee, IL 60118			Date:	03/27/2024

## Option #2 Tagline (sm) - Artwork:



## Dimensions

Overall Size:	400"W x 110"H
"E":	28.09"H
Line:	21.86"H
"MALL"	72.36"H
Tagline:	178"W x 20"H

## Location



## Lit Channel Letters

Sided:	Single-Sided
Illumination:	Internally Illuminated
Fabrication:	Channel Letters
Return:	5" ■ Black
Trim Cap:	1" ■ Black

Face Colors:

"Elgin," "Mall" = ■ PMS 1797-C

Line = ■ Kentucky Blue Grass 276G

Electric w/in 5ft:	Yes
Site Modifications:	No
Remove Existing:	No
LED Color:	White
UL Listed Parts:	Yes
Access to Rear:	Yes

Notes:

4



MARK  
YOUR  
SPACE

1245 Humbracht Circle, Unit C  
Bartlett, IL 60103  
(630) 289-7082

*This artwork is not to be reproduced, copied or exhibited in any fashion without the permission of Mark Your Space. Any use of this artwork without written permission automatically required the user to pay Mark Your Space a \$750.00 design fee.*

*This computer generated artwork is to be viewed as a representation only. Colors represented on this computer image or color printout may not exactly match PMS chips, vinyl or paint color. Descriptions may vary with actual fabrication.*

Closely review the artwork above. With your approval, you are approving the artwork as shown, and it will be fabricated as such. Colors may vary. Color samples can be provided upon request. Additional fees may apply.

Client:	Elgin Mall	Project:	Exterior Sign	Revision:	7
Address:	535 Dundee rd., East Dundee, IL 60118			Date:	03/27/2024

Option #2 Tagline (sm) - Mockup:



Dimensions

Overall Size:	400"W x 110"H
"E":	28.09"H
Line:	21.86"H
"MALL"	72.36"H
Tagline:	178"W x 20"H

Location



Lit Channel Letters

Sided:	Single-Sided
Illumination:	Internally Illuminated
Fabrication:	Channel Letters
Return:	5" ■ Black
Trim Cap:	1" ■ Black
Face Colors:	
"Elgin," "Mall" =	■ PMS 1797-C
Line =	■ Kentucky Blue Grass 276G
Electric w/in 5ft:	Yes
Site Modifications:	No
Remove Existing:	No
LED Color:	White
UL Listed Parts:	Yes
Access to Rear:	Yes

Notes:

## Memorandum



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

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

**Subject:** 590 Healy Special Use Extension Request

**Date:** April 15, 2024

---

### **Action Requested**

The Planning, Zoning, and Historic Commission ("PZHC") and staff recommend Village Board approval of an ordinance granting a special use permit for a 12-month extension of an existing Special Use for outside vehicle and equipment parking and storage for the south portion of the property, associated with Section 157.065(A)(1)(o)(1), located at 590 Healy Road, East Dundee IL, 60118 PIN 01-30-300-009-0000 in the M-1 Manufacturing District ("Property").

### **Summary**

On January 23, 2023 The Village Board of Trustees passed ordinance 23-02 which authorized Tracy Lampignano, Manager of 590 Healy Rd, LLC ("Applicant"), a special use permit for outside vehicle and equipment parking and storage on the Property. The south portion of the Property, south of the future Heinz Road, was conditioned to expire after one year, and required the Applicant to reapply.

At the April 4, 2024 public hearing before the PZHC, the Applicant requested a one year extension for that same south portion location. The Applicant and staff are currently working on the specifics for a redevelopment agreement that will allow for the construction of the future Heinz Road. At the time in 2023 it was anticipated the road could have been completed in 2024, but due to longer than anticipated review stages and negotiations, the road may be looking to be completed in 2025.

The PZHC reviewed the request and made a motion to recommend approval of the special use request with the following conditions:

1. The Special Use will automatically expire for the north portion of the future Heinz Road extension as set forth in Ordinance Number 23-02. The petitioner can then reapply at that time.
2. The Special Use will automatically expire after 1 year from the approval of this Ordinance for the south portion of the Property of the future Heinz Road extension. The petitioner can then reapply at that time.

The Village Board may choose to approve all or some of the recommended conditions, and may also amend the ordinance to add additional conditions as it sees fit.

**Attachments**

Findings of Fact

Notice of Public Hearing

Ordinance

Redacted Application



## Planning, Zoning, and Historic Commission Meeting

### Findings of Fact – Special Use

Property Location: 590 Healy Road (PIN 01-30-300-009-0000)

Hearing Date: April 4, 2024

Special Use

Requested: Vehicle and Equipment Parking and Storage Special Use Extension

Staff has determined the below findings of fact for the PZHHC's consideration and review:

1. The use is not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; Circle one; Yes/No/Not Applicable (N.A.), Explain:

Yes

2. The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; Yes/No/N.A.

Yes

3. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided; Yes/No/N.A.

Yes

4. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; Yes/No/N.A.

NA

5. How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village? The 2002 office/industrial development comp. plan goal states: "To ensure a strong diversified employment base which will provide jobs and strengthen the economy of East Dundee". This aligns with the proposed special use.

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

7 ayes \_\_\_\_ nays \_\_\_\_ absent \_\_\_\_ abstain

Date: April 4, 2024

Signature: 

Chair Brunner  
Planning, Zoning, and Historic Commission

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

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Planning, Zoning, and Historic Commission of the Village of East Dundee, Illinois will hold a public hearing on April 4, 2024, at 6:00 P.M. at the East Dundee Police Station 2nd Floor Meeting Room, 115 E. 3rd Street, East Dundee, Illinois, to consider the following requests:

A request for a continued 12-month extension of an existing Special Use for outside vehicle and equipment parking and storage for the south portion of the property, associated with Section 157.065(A)(1)(a)(1), located at 590 Healy Road, East Dundee IL, 60118 PIN 01-30-300-009-0000 in the M-1 Manufacturing District.

**Property Legal Description:**

LOT 2 IN FINAL PLAT OF SUBDIVISION OF VCNA PRAIRIE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 2014 AS DOCUMENT 1404429095.

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Bottalico, 120 Barrington Avenue, East Dundee, Illinois, 60118 via email at [FBottalico@eastdundee.net](mailto:FBottalico@eastdundee.net), or by phone at (847) 815-0472  
Published in Daily Herald March 5, 2024 (4612724)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Fox Valley**  
**Daily Herald**

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

I further certify that the **Fox Valley DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/05/2024

in said **Fox Valley DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

*Danula Baltz*

Designee of the Publisher of the Daily Herald

Control # 4612724





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

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, EXTENDING THE TERM OF A SPECIAL USE PERMIT FOR OUTSIDE VEHICLE AND EQUIPMENT PARKING AND STORAGE ON THE SOUTH PORTION OF THE PROPERTY OF THE FUTURE HEINZ ROAD EXTENSION LOCATED AT 590 HEALY ROAD, EAST DUNDEE, IL, 60118 PIN 01-30-300-009- 0000 located in the M-1 MANUFACTURING DISTRICT**

**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**, pursuant to Section 157.065 of the Village of East Dundee Zoning Ordinance ("Zoning Ordinance") and the Village's home rule authority, the Village President and Board of Trustees of the Village ("Corporate Authorities") may provide for and allow the classification of special uses in its zoning ordinances; and

**WHEREAS**, on January 23, 2023, the Village President and Board of Trustees approved Ordinance Number 23-02, granting a special use permit in favor of applicant 590 Healy Rd LLC ("Applicant") for outside vehicle and equipment parking and storage for the property ("Use") located at 590 Healy Road, East Dundee, Illinois ("Property"); and

**WHEREAS**, Ordinance Number 23-02 provides in pertinent part that the special use be granted to Applicant with a one-year expiration for the south portion of the future Heinz Road extension. The Ordinance provided that Applicant may reapply for a continuation of that use after the one-year extension; and

**WHEREAS**, public notice of a public hearing was published in the Fox Valley Daily Herald on March 5, 2024 regarding the Application before the Village's Planning, Zoning and Historic Commission ("PZHC") was duly given, and a public hearing was held on the Application on April 4, 2024; and

**WHEREAS**, the PZHC reviewed the standards set forth in Section 157.224 of the Zoning Ordinance for a special use permit and recommended approval of the extension of the Use and related findings of fact as set forth; and

**WHEREAS**, the Corporate Authorities have reviewed the PZHC's findings of fact and recommendations on the Application, and hereby approve the continuation of the Use as to the south portion of the Property of the future Heinz Road extension subject to the conditions set forth below;

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

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

**SECTION 2: Approval of Special Use Permit.** The Corporate Authorities hereby approve the Application and grant an extension of the special use permit for the south portion of the Property of the future Heinz Road Extension (as depicted in **Exhibit A**) legally described as:

PIN01-30-300-009-0000

LOT 2 IN FINAL PLAT OF SUBDIVISION OF VCNA PRAIRIE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 2014 AS DOCUMENT 1404429095.

Commonly known as 590 Healy, East Dundee, IL 60118 for outside vehicle and equipment parking and storage.

**SECTION 3: Conditions of Approval.** That the special use permit granted herein shall be constructed, operated and maintained in accordance with any plans and diagrams submitted as part of the Application, and shall be subject to the following terms and conditions:

1. The Special Use will automatically expire for the north portion of the future Heinz Road extension as set forth in Ordinance Number 23-02. The petitioner can then reapply at that time.
2. The Special Use will automatically expire after 1 year from the approval of this Ordinance for the south portion of the Property of the future Heinz Road extension. The petitioner can then reapply at that time.

**SECTION 4: Failure to Comply with Conditions.** The failure of Applicant, or its successors or assigns, to comply with one or more of the conditions listed in Section 3 above shall be grounds for the potential revocation of the Special Use Permit. Upon notice, a hearing will be held. The notice will provide Applicant 14 days in which to respond and answer. A hearing will be held no sooner than 30 days after the service of the notice.

**SECTION 5: 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 6: Repeal.** That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

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

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

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

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

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

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

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

**ATTEST:**

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

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_ 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2024.

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

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

Applicant

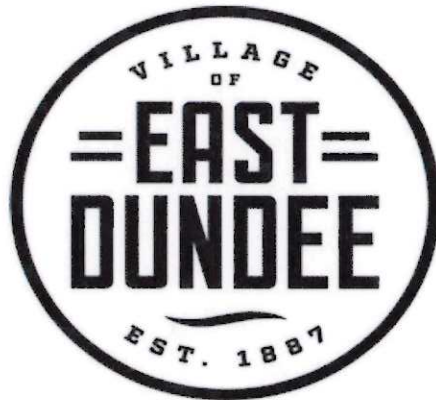
Date: \_\_\_\_\_, 2024

## EXHIBIT A



**The Village of East Dundee  
Planning, Zoning, and Historic  
Commission**

**Application for Rezoning, Special Use,  
and Variance**



**Application Updated: December 2023**

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## 1. APPLICATION FEE SCHEDULE

The Village Board has adopted the following schedule of fees for processing development applications. These fees are intended to cover only the Village's basic processing costs and can be found in Chapter 151 - Building Code or Other Related Fees. In addition, the Village requires an initial deposit until the applicant has paid any outstanding costs for professional consulting services (engineers, planners, attorney) that the Village may employ to assist Village staff on a project-by-project basis and will be discussed at the initial pre-application process.

### **FEES AND FINES (CHAPTER 37):**

- Planning, Zoning, and Historic Commission public hearing: \$100
- (HH) Zoning - Fees and deposits for variations, special uses, and map amendments:
  - a) All Single-Family Residential Districts (E, R-I, R-2, and R-3 Districts):
    - Non-refundable fee: \$75
    - Deposit: \$150
  - b) All Residential Multiple Family District (R-4 and R-5 Districts):
    - Non-refundable fee: \$100
    - Deposit: \$250
  - c) All Business Districts (B-1, B-2, B-3 and B-4 Districts):
    - Non-refundable fee: \$150
    - Deposit: \$250
  - d) Other Districts: (AG-I, OD, M-I, and M-2) - fees and deposits for variations, special uses, and map amendments (all zoning districts):
    - Non-refundable fee: \$200
    - Deposit: \$1,000

## 2. PLANNING, ZONING, AND HISTORIC COMMISSION ("PZHC") MEETING SCHEDULE

The PZHC petitions/applications deadline, ("Application Deadline") is **35 days prior** to meeting date for petitions/applications requiring public hearings or **15 days prior** when no public hearing is required. **All PZHC meetings are scheduled for the first Thursday of every month, unless otherwise specified.**

## 3. STAFF CONTACT LIST

<b>Review Agency</b>	<b>Contact Name</b>	<b>Phone</b>	<b>E-Mail</b>
<b>Village of East Dundee Staff</b>			
Village Administrator	Erika Storlie	(847) 426-7120	estorlie@eastdundee.net
Asst. to Village Administrator	Franco Bottalico	(847) 426-7102	fbottalico@eastdundee.net
Building Inspector	Chris Ranieri	(847) 426-7107	cranieri@eastdundee.net
Public Works Director Village	Phil Cotter	(847) 426-1256	pcotter@eastdundee.net
Building Clerk	Gail Hess	(847) 426-7115	ghess@eastdundee.net
Engineer	Joe Heinz	(847) 426-4535	jheinz@glheinzinc.com

#### 4. OTHER APPLICATIONS & FORMS

##### **Necessary documents to accompany your application:**

- Planning, Zoning, and Historic Commission Requirements (ON WEBSITE)
- Agreement to Pay Costs Incurred and Hold the Village Harmless (PAGE 10)
- Affidavit of Ownership & Control (PAGE 11)
- Affidavit & Disclosure (PAGE 12)
- Trust Agency Development Form ( PAGES 13 - 15)
- Site Plan
- Square footage of building/property, if applicable
- PIN & Legal Description (with Common Address, if applicable) provided in a separate word document. This is typically found on a plat of survey. (PAGE 5)
- List of Property Owners within 250 ft. of Property
- Check made Payable to "The Village of East Dundee" per the Fee Schedule
- 1st Class; pre-paid; plain white envelopes addressed to the property owners with 1st class postage. There should be no return address on envelopes.

##### **Project Data Tables** *(Required, when applicable. Determined during Building Department Review):*

- Site Area Calculations Table
- Building Area Calculations Table
- Parking Calculations Table
- Subdivision Calculations Table
- Residential Density Calculations Table

#### 5. APPLICATION STEP-BY-STEP PROCESS

- A. Application and fees submitted to the Building Department
- B. Review by Building Department
- C. List of all properties within 250 ft. submitted to the Building Department in a word document format with address labels of property owners listed.
  - i. A good resource is the Kane County GIS Website  
([https://gistech.countyofkane.org/gisims/kanemap/kanegis4\\_agox.html](https://gistech.countyofkane.org/gisims/kanemap/kanegis4_agox.html))
- D. Use 1st class; pre-paid; generic plain white envelopes with the labels attached, but without a return address. Village staff will mail out on applicants' behalf.
- E. Notice of public hearing published by staff, mailed out, and sent to Daily Herald no later than 15 days prior to the public hearing.
- F. PZHC conducts the public hearing and motions a recommendation to approve or deny to the Village Board or can ask for more information.
- G. Village Board approves/denies within 45 days of PZHC's recommendation.



PZHC#: \_\_\_\_\_

## Application for Rezoning, Special Use, and/or Variance

Please review the accompanying PZHC Requirements packet for all requirements applicable.  
Failure to complete this form properly will delay its consideration.

Note: Attach a Word Doc. that includes the project property PIN, legal description, and common address.

### 1) Applicant Information

Date: \_\_\_\_\_ Project Location: 590 Healy Road, East Dundee, Illinois

Applicant Name: Tracy Lampignano

Applicant Address: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_

Applicant Email: \_\_\_\_\_

Applicant Signature: x Tracy Lampignano

Check each box being requested and provide the project description in the lines provided below:

Rezoning:

☐

Special Use:

☒

Variance:

☐

PIN: **01-30-300-009-0000**

Project property size in acres/sq. ft.: **42**

### 2) Current Zoning Districts

Indicate what the property is currently zoned as below (choose one):

E ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ OD ☐ AG-1 ☐ M-1 ☒ M-2 ☐

Current use at the property: Stone and gravel quarry, and clean construction and demolition debris facility

Surrounding land use zoning (may be more than one): M-1 Zoning directly north of site

Zoning district being requested per PIN: N/A

### 3) Owner Information (If different than the applicant)

Owner Name: \_\_\_\_\_ Owner Signature: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Phone: \_\_\_\_\_

Owner Email: \_\_\_\_\_

### 4) Billing Information (Include the name and address that all bills should be sent to)

Legal Name: 590 Healy Road, LLC c/o Tracy Lampignano, Manager

Address: \_\_\_\_\_

Phone N: \_\_\_\_\_

**B. SPECIAL USE - FINDINGS OF FACT FOR APPLICANT TO ANSWER (157.244 (C)(2))**

The questions contained in this part are directly related to the criteria in the Code that the Village must use to evaluate the project. Under the Code, most of the actions taken by the PZHC and Village Board require a "findings of fact" that a particular project meets all the applicable criteria. Accordingly, it's important that as much evidence of compliance as possible be provided with the application. **Please be sure to review the actual requirements in the relevant sections of the Code to assist you in preparing your responses.**

Please answer all questions but be concise and brief in your answers. **If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response.** You are encouraged to refer to drawings, pictures, or other materials as necessary to add clarity to your answers.

1. Will the Special Use be injurious to the enjoyment of other property in the immediate vicinity for the purposes already permitted, nor will the special use substantially diminish and impair property values within the neighborhood?

**No. The requested Special Use will permit uses that are compatible with the area at the specified property. The subject property has operated as a quarry for stone and gravel, as well as a clean construction and demolition debris facility over the past five decades. The property is situated within the M1 Zoning district and situated by similar land-use regulations.**

2. Will the establishment of the Special Use impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district?

**No. The proposed Special Use will assist in the redevelopment of the stone quarry and CCDD facility that has been in operation for 50 years. Compatible manufacturing uses have been established around the subject property over the last 50 years and are expected to persist, regardless of the requested special use.**

3. Have or will adequate utilities, access roads, drainage or necessary facilities be provided for?

**The proposed Special Use will benefit from the current lot conditions and will not modify or impact those facilities. Adequate utilities, access roads, drainage, and all necessary facilities already exist and serve the subject property.**

4. Have or will adequate measures be taken to provide ingress and egress to minimize traffic congestion in the public streets?

**The proposed Special Use will facilitate development that will include an extension of Heinz Road, from Healy Road to Commonwealth Drive. This newly establish route across the subject property will enhance truck routing by minimizing u-turns on Route 72, ultimately decreasing congestion and thereby enhancing safety.**

5. How is the proposed special use in harmony with the purposes, goals, objectives, policies, and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village?

**The suggested Special Use, detailed in the Special Use Area Exhibit, aligns well with the M1 Zoning district and demonstrates consistency with both current and anticipated future development in the nearby area. The Special Use is vital for providing essential support services crucial to sustaining ongoing regional construction capacity and facilitating logistical support for commercial and industrial operations. By facilitating the ongoing reclamation and redevelopment of the quarry, it presents a positive net benefit to the Village and its surrounding.**

C. SUMMARY OF REQUESTED ZONING VARIANCES:

Project Location: \_\_\_\_\_

Applicable Code Section (Title, Chapter, Section)	What does Code require now? (Brief Summary)	Proposed Variation(s) (Brief Summary)

#### **D. VARIANCE - FINDINGS OF FACT FOR APPLICANT TO ANSWER**

The questions contained in this part are directly related to the criteria in the Code that the Village must use to evaluate the project. Under the Code, most of the actions taken by the PZHC and Village Board require a "findings of fact" that a particular project meets all the applicable criteria. Accordingly, it's important that as much evidence of compliance as possible be provided with the application. **Please be sure to review the actual requirements in the relevant sections of the Code to assist you in preparing your responses.**

Please answer all questions but be concise and brief in your answers. **If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response.** You are encouraged to refer to drawings, pictures, or other materials as necessary to add clarity to your answers.

1. What is proposed?
2. What unique circumstances have caused the need for a variance?
3. What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)
4. Specifically, how do the particular physical surroundings, shape, or topographical condition of the property result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations are carried out?



5. Specifically, what conditions are present on the property that would not be applicable generally to other property within the same zoning classification? (Suitability of Zoning)

6. Other than financial return, what other purposes is the variance request based on?

7. Has the alleged difficulty been created by any person presently having an interest in the property?

8. Please give an explanation for any questions answered Yes. Check box Yes or No to each question.

Will the granting of the variation be:

- a) detrimental to the public welfare? Yes ☐ No ☐
- b) Injurious to the surrounding properties? Yes ☐ No ☐
- c) Impair an adequate supply of light and/or air to adjacent properties? Yes ☐ No ☐
- d) Endanger public health and safety? Yes ☐ No ☐
- e) Substantially diminish property values within the neighborhood or surrounding area? Yes ☐ No ☐
- f) Conform to the comp plan / land use plan? Yes ☐ No ☐



**APPLICATION AGREEMENT  
TO PAY COSTS INCURRED AND HOLD THE VILLAGE HARMLESS**

The Undersigned applicant acknowledges that the Village of East Dundee may seek advice and counsel from professional sources outside the employee staff of the Village of East Dundee in consideration of the application submitted by the applicant, including the services as those may be provided by the Village Staff, Village Attorney, Village Engineer, Planner, and Fire Protection District.

The applicant further acknowledges that testimony of all witness at Public Hearings may be recorded before a court reporter and that full transcripts of the proceedings may be prepared and retained by the Village of East Dundee as part of the official record concerning the said applicant and the applicant's costs.

As an express condition in making the said application and the consideration thereof by the Village of East Dundee, the undersigned, both personally and on behalf of the applicant, agrees to hold the Village harmless and agrees to pay forthwith the costs and expenses that may be incurred by the Village of East Dundee for such professional services, including the costs and expenses of recording and transcribing any testimony at Public Hearings in connection with the said application.

The owner hereby authorizes and consents to this request for variation, special use, and/or re-zoning and further authorizes, agrees, and consents to allow the temporary installation and display by the Village of East Dundee of Public Notice signage upon the subject property.

The applicant, having read this application and fully understanding the purpose thereof, declares that the proceeding statement made are true and that the information provided herein is complete to the best of the applicant's knowledge and belief.

x *Leah Simpson*  
Individually and for the Applicant

**590 Healy Road, East Dundee, IL**

Address

Date

**FEES AND FINES (CHAPTER 37):**

- Planning, Zoning, and Historic Commission public hearing: \$100

(HH) Zoning - Fees and deposits for variations, special uses, and map amendments:

- a) All Single-Family Residential Districts (E, R-1, R-2, and R-3 Districts):
  - Non-refundable fee: \$75
  - Deposit: \$150
- b) All Residential Multiple Family District (R-4 and R-5 Districts):
  - Non-refundable fee: \$100
  - Deposit: \$250
- c) All Business Districts (B-1, B-2, B-3 and B-4 Districts):
  - Non-refundable fee: \$150
  - Deposit: \$250
- d) Other Districts: (AG-1, OD, M-1, and M-2) - fees and deposits for variations, special uses, and map amendments (all zoning districts):
  - Non-refundable fee: \$200
  - Deposit: \$1,000



PZHC File # \_\_\_\_\_

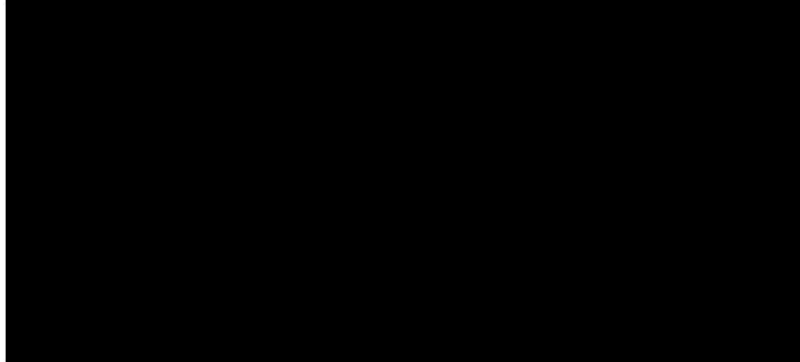
### Affidavit of Property Ownership & Control

I (We), Tracy Lampignano, manager at 590 Healy, LLC. do hereby certify or affirm that I am the legal property owner(s), contract purchasers, or beneficiary(s) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: x

Tracy Lampignano

Owner: 590 Healy Road, LLC



SUBSCRIBED AND SWORN TO before me this

16 day of February 2024

Nicole Engelking  
(NOTARY SIGNATURE)



(NOTARY STAMP)

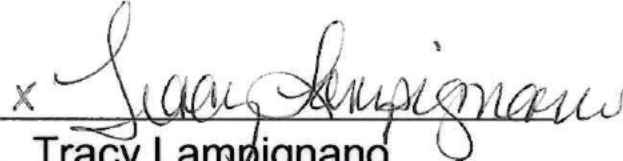


PZHC File # \_\_\_\_\_

### Affidavit & Disclosure Agreement

To cover the Village expenses relating to applications for site plans, Subdivisions, Annexations, Zoning Amendments, Special Uses, Variations and the like:

Applications shall deposit the sum required based on the type and extent of the applicants project. Any bills received by the village and any costs incurred by the Village related to the project will be expensed against the deposit already made. Any remaining deposit funds will be returned to the applicant once the process is complete.

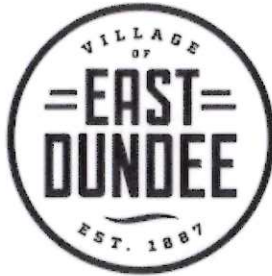
Signature: x 

Print Name: Tracy Lampignano

Project Address: 590 Healy Road, East Dundee, IL

Email: 





## **TRUST AGENCY DEVELOPMENT FORM**

### **TITLE XV; CHAPTER 160: PROPERTY DEVELOPMENT COSTS FINDINGS:**

- A. Certain costs are necessarily incurred by the village in processing building permits, petitions for annexation, disconnections, rezoning, variances, planned unit developments, subdivisions, site plans and other land use matters (the development petition), including, but not limited to, staff costs and fees of planning consultants, engineers, attorneys, building officials, environmental consultants, and other consultants, as well as out of pocket costs of the village such as mailing, photocopying, telephone, publication, recording and other out of pocket costs (collectively "development costs"); and
- B. The village board has determined that development costs should be borne by the person filing a development petition ("petitioner") rather than the taxpayers of the village. It shall be at the Village Administrators discretion to institute the Trust & Agency Agreement.

### **TRUST AND AGENCY ACCOUNT:**

The village shall establish a trust and agency account (also known as an escrow account): a) for the purpose of accounting for development costs and reimbursement for such costs with subaccounts for each separate petitioner; and b) for the purpose of accounting for other deposits being held in trust from time to time. Such trust and agency account shall be subject to audit as in the case of all other accounts and funds of the village but shall not be part of the budget process of the village.

## **DEPOSIT REQUIREMENTS:**

- A. Initial Deposit: Whenever the village is asked to consider a development petition, the village administrator, or the designee of the administrator, shall, prior to the time when the village incurs any significant expense for staff or consultants establish the amount of the petitioner's initial deposit in the trust and agency account of the village (the "initial deposit"). Before any expenses for consultant and out of pocket costs are incurred by the village, the petitioner shall pay to the village treasurer the amount of such initial deposit.
- B. Second and Subsequent Deposits: Prior to the time when the accrued fees and costs equal (90%) of the amount of said initial deposit, the village administrator, or the designee of the administrator, shall establish the amount, if any, of a second deposit to the trust and agency account (the "second deposit"). Likewise, prior to the time when the accrued fees and costs equal the amount of said second deposit (and any subsequent deposits), the village administrator, or the designee of the administrator, shall establish the amount of subsequent deposits (the "subsequent deposits") to the trust and agency account.
- C. Failure To Make Deposits: In the event that the petitioner fails to promptly make the required payments of the initial deposit, the second deposit or any subsequent deposit, the village may advise all consultants to the village to cease performing any services and incurring any costs relative to the development petition, and the village may postpone or cancel any scheduled hearings, meetings or considerations of the pending development petition.
- D. Waiving Fees: The Village Administrator shall have the right to waive staff cost or other costs if by doing so benefits the village.

## **INVOICES:**

Copies of all invoices submitted to the village by its consultants shall be provided to the petitioner. Any questions as to such invoices must be raised by the petitioner within fourteen (14) days after transmittal of the invoices to the petitioner, and in the absence of such questions within such time, the invoices shall be conclusively deemed acceptable to the petitioner.

## **REFUNDS:**

Whenever it appears that there will not be further development costs incurred relative to a petitioner, the balance in such petitioner's trust and agency account will be refunded to the petitioner.

## **COPY OF PROVISIONS TO PETITIONER:**

At the time that the amount of initial deposit is established, the petitioner shall be provided with a copy of this chapter and shall deliver to the village the following statement signed by the petitioner:

The undersigned, having filed or expecting to file, a development petition with the Village of East Dundee, certify that I have received a copy of Village of East Dundee's Code TITLE XV; Chapter 160 and have read and understand the same and agree to make the deposits as provided in said Code Chapter, including the initial deposit of \$ \_\_\_\_\_.

Check # \_\_\_\_\_ Dated \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Name: **590 Healy**

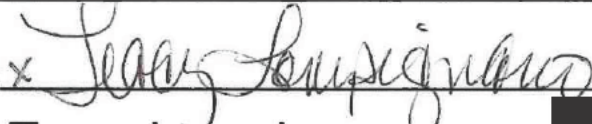
Project Address: **590 Healy Road, East Dundee, IL 60010**

PIN(s): **01-30-300-009-0000**

Owners Name: **Tracy Lampignano** Phone: 

Owners Address: 

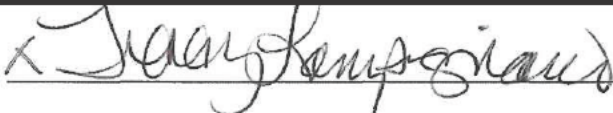
Owners Email: 

Owners Signature: 

Petitioners Name: **Tracy Lampignano** Phone: 

Petitioners Address: 

Petitioners Email: 

Petitioners Signature: 

-----

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

## Memorandum



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

**From:** Phil Cotter, Director of Public Works

**Subject:** Adoption of East Dundee Riverfront Master Plan

**Date:** March 18, 2024

---

### **Action Requested:**

Staff recommends Village Board approval of a resolution adopting the *East Dundee Riverfront Master Plan*.

### **Summary:**

Over the course of the last year, the Village has been engaged in creating a draft Riverfront Master Plan in collaboration with staff, community members, elected officials, non-profit environmental groups and other stakeholders.

At the March 4<sup>th</sup> meeting, a representative from Hitchcock Design Group (“HDG”), the Village’s consultant leading this study, presented the culmination of this effort - the draft Riverfront Master Plan. HDG reviewed the framework of the report and the action plan and solicited comments and feedback to incorporate into the final Riverfront Master Plan. Those comments and feedback have been incorporated into the Riverfront Master Plan and the final report is attached hereto. The following five phases of the study have been completed:

- 1) *Analyze* - Inventory and Analysis Phase
- 2) *Connect* – Public Engagement - online Survey and Stakeholder Meetings
- 3) *Envision* - Alternative Strategies
- 4) *Prioritize* – Preferred Strategies
- 5) *Implement* – Action Plan, Develop Report

Subsequent to the adoption of the Riverfront Master Plan, staff will continue working collaboratively with HDG as well as other consultants, agencies, organizations, and stakeholders to initiate the implementation of the recommended goals and objectives. The timeline included in the Riverfront Master Plan will help prioritize and guide the implementation of these recommended goals and objectives.

**Legislative History:**

On December 19, 2022, the Village Board approved a contract with HDG to develop a Riverfront Master Plan to encompass the area from the Village's north border to the south border along the Fox River. The goals of the plan are to develop a set of actionable recommendations to enhance access to the Fox River, connect the Fox River more with the downtown area, and to beautify the Village's precious natural asset.

**Attachments**

Resolution

Riverfront Master Plan

**RESOLUTION NUMBER \_\_\_\_-24**

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS,  
ADOPTING THE EAST DUNDEE RIVERFRONT MASTER PLAN**

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

**WHEREAS**, the Village desires to create a vision for the future of East Dundee’s riverfront corridor; and

**WHEREAS**, the Village desires to enhance and improve the appearance and functionality of the riverfront natural asset and to prioritize the desired improvements; and

**WHEREAS**, the Village retained the planning services of Hitchcock Design Group (“Consultant”) to develop an East Dundee Riverfront Master Plan (“Master Plan”) for the purpose of enhancing and improving the appearance and functionality of East Dundee’s riverfront corridor;

**WHEREAS**, working in conjunction with Village staff, the Village’s Consultant facilitated community engagement meetings, public open houses, surveys, stakeholder interviews, and conducted several review meetings towards the development of the Riverfront Master Plan;

**WHEREAS**, the final plan has been completed and is recommended to be approved by resolution adopting the Riverfront Master Plan;

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

**SECTION 1:** The Village’s corporate authorities approve a resolution adopting the East Dundee Riverfront Master Plan.

**ADOPTED** this 18<sup>th</sup> day of March, 2024, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this 18<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Jeffrey J. Lynam, Village President

**ATTEST:**

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

Published in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2024, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on \_\_\_\_\_, 2024.





# East Dundee Riverfront

**MASTER PLAN**



# Acknowledgments


## Village of East Dundee

- Jeff Lynam, Village President, *Village of East Dundee*
- Sarah Brittin, Village Trustee, *Village of East Dundee*
- Scott Kunze, Village Trustee, *Village of East Dundee*
- Kathleen Mahony, Village Trustee, *Village of East Dundee*
- Andy Sauder, Village Trustee, *Village of East Dundee*
- Tricia Saviano, Village Trustee, *Village of East Dundee*
- Rich Treiber, Village Trustee, *Village of East Dundee*
- Katherine Diehl, Village Clerk, *Village of East Dundee*
- Erika Storlie, Village Administrator, *Village of East Dundee*
- Phil Cotter, Public Works Director, *Village of East Dundee*
- Brandiss Martin, Administrative Services Director, *Village of East Dundee*




## Project Team

Prepared by:

 Hitchcock Design Group, Planning and Landscape Architecture  
22 E. Chicago Avenue, Suite 200A  
Naperville, IL 60540

In partnership with:

 WBK Engineering, Civil Engineering  
116 W Main St Ste 201  
St. Charles, IL 60174

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# Executive Summary

In 2022, the Village of East Dundee engaged the Planning Team, comprised of Hitchcock Design Group and WBK Engineering, to create a compelling vision for the Fox River Corridor through East Dundee that includes a multi-dimensional strategy with incremental implementation actions to leverage its spectacular river asset. The Master Plan builds upon the natural beauty of the Fox River while enhancing recreation opportunities, public access, and connections to downtown.

# Executive Summary

Throughout the process, the Planning Team facilitated community engagement meetings and surveys, stakeholder interviews, and conducted review meetings with Village staff. The preliminary planning process develops a framework and establishes consensus on an overall strategy that focuses on the activation of the Haeger Pottery property, Water Street, and William Bartel’s Park. The Village and Planning Team worked collaboratively to create a distinctive identity for the Fox River corridor that provides a package of seasonal and year-round recreation opportunities, with connections to, along, and across the Fox River while enhancing the natural and cultural assets of the river and community of East Dundee. The East Dundee Fox River Corridor Master Plan summarizes the process and the Planning Team’s finding and recommendations.



# Executive Summary

## RIVERFRONT TODAY

The opportunity analysis serves as the foundational exploration of the city’s essence, weaving together its rich history, abundant resources, and the intricacies of the planning process. Delving into the demographic landscape, the community’s composition was meticulously analyzed, ensuring a nuanced understanding of the diverse population that shapes the Village of East Dundee. Simultaneously, an examination of infrastructure and future land acquisition opportunities formed a critical lens through which the city’s capabilities and potential for growth were assessed.

Currently, the riverfront in East Dundee remains largely underused, with limited water-based recreational activities available. Past attempts by earlier generations of designers to tame the river through engineering solutions have resulted in a predominantly inactive and unnatural state along its banks. This situation occurs across our nation but with the recent focus on sustainability in the design industry the value of a natural and native riparian condition has become apparent. The Fox River holds a defining presence within the Village, and moving forward, the aim is to embrace and showcase the unique opportunities afforded by having a river adjacent to the Village.

Riverfront Today encapsulates the comprehensive nature of the planning process, emphasizing inclusivity through robust community input sessions garnering insights from residents and stakeholders in addition to the valuable perspectives of the Village Council and Park District. By weaving together the threads of East Dundee’s history, present resources, and collaborative planning endeavors, a master plan that not only respects the village’s heritage but also charts a path forward to create a thriving riverfront community was crafted.



# Executive Summary

## RIVERFRONT TOMORROW

The conclusion of the East Dundee Fox River Corridor Master Plan unveils a visionary outlook for East Dundee, emphasizing a transformative focus on native landscaping, enhanced connectivity, and expanded recreational offerings. This vision aims to create a vibrant and accessible riverfront that honors the Village’s heritage. Through thorough consideration of community feedback, the plan incorporates a wide range of water-based recreational activities, strategic land acquisitions, and innovative measures to promote biodiversity and ecosystem health. Designated zones along the Fox River, ranging from serene northern community spaces to bustling downtown areas and recreational havens further south, cater to the diverse preferences of residents.

Drawing inspiration from successful initiatives in neighboring communities and leveraging insights from the Illinois Department of Natural Resources (INDR) and the United States Army Corps of Engineers (USACE), the Planning Team presents a comprehensive roadmap for the project’s future—a balanced, well-informed, and transformative strategy for riverfront revitalization. This comprehensive strategy aims to redefine East Dundee’s identity by establishing a distinctive river-centric ethos for the Village. As the master plan progresses into implementation, the community stands on the cusp of witnessing the gradual transformation of its riverfront into a dynamic and sustainable focal point. This evolution represents a collective vision shared by the residents, one that encapsulates the essence of East Dundee’s past while charting a course towards a vibrant and prosperous future.







## Riverfront TODAY

This chapter serves as the compass guiding the East Dundee Fox River Corridor Master Plan vision. The vision intertwines historical context, vital resources, infrastructure, and the invaluable input from the diverse community, stakeholders, and Village.



# Planning Process

The East Dundee Riverfront Master Plan is intended to enhance recreational function, river ecology, cultural importance, and stewardship of the Fox River. The Village engaged a consultant team of planning, design, and engineering professionals led by Hitchcock Design Group to develop a compelling vision for approximately 1-mile of the Fox River from Williams Place, north to Lincoln Street, building upon the natural beauty of the Fox River while evaluating recreational opportunities, public access, and connections to the downtown.

The planning effort followed a four-phase process, starting with the **Analyze Phase**, which will identify assets, issues, and site context along the river corridor. The **Connect Phase** will feature extensive public outreach including a web-based survey and focus group discussions with community stakeholders.

Preliminary strategies were developed during the Envision Phase based on local and regional market characteristics, physical, cultural, and financial resources, and the expectations and requirements of the community and regulatory stakeholders. The **Envision/ Prioritize Phase** developed riverfront framework plans to address connectivity, access, recreation, branding, ecology, and water quality improvements.

Using alternative framework plans and input, the **Envision/ Prioritize Phase** further refined the Framework Plan and developed implementation recommendations to identify costs and guide sequencing in the final Implement Phase.

During the **Implement Phase**, the consultant team built consensus on an overall strategy and developed implementation recommendations including short and long-term public policy, operational, and capital improvements.





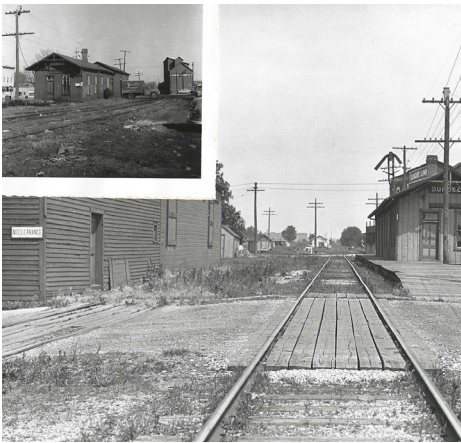
# Analyze

## HISTORY

East Dundee is a village located in Kane County, Illinois, USA. Its history is closely tied to that of its neighboring town, West Dundee, as they were originally settled as one community in the 1830s. The area was first inhabited by Native American tribes, including the Pottawatomie. European settlers began to arrive in the 1830s, drawn by the natural resources and the potential for economic development. The arrival of the Galena and Chicago Union Railroad in 1850 further spurred growth in the region.

In 1837, a Scottish immigrant named Alexander Gardiner won a drawing and named the town Dundee after his hometown in Scotland. The settlement grew steadily, attracting more settlers and businesses. The river served as a symbolic and physical barrier between East and West Dundee. West Dundee was home to German settlers while East Dundee was settled by Scots and the English. Multiple referendum since the villages’ founding have gone to a vote to unify the communities but all have failed.

Through the twentieth century East Dundee continued to develop as an industrial and commercial center. The village served as an important trade center for dairy due to the Chicago Northwestern Railroad (now the Fox River Trail). The riverfront location facilitated the growth of manufacturing industries, including a significant brickyard. This brickyard by 1872 became solely owned by D.H. Haeger and played a pivotal role in the rebuilding of Chicago after the great fire of 1871. Haeger’s company added offerings to their catalogue throughout the years including pottery, tea ware, and Royal Hickman crystal and glassware. In 1985 the company was run by Haeger’s grandchildren and still employed 200 community members.



# Analyze

Throughout the 20th century, East Dundee underwent various changes and modernizations. Development was slowed due to the lack of land required. The decline of the manufacturing industries and the rise of suburbanization has also had its impacts. However, the vibrant historic district along the Fox River and commercial Main Street are still thriving. Manufacturing has declined but industry and commerce have grown.

Today, East Dundee retains its historic charm while embracing modern development. The village has preserved and reused some of its historical buildings, such as Immanuel Lutheran Church and School, providing a glimpse into its past while paving the way for its bright future. East Dundee continues to be a place defined by its sense of community with a mix of residential, commercial, and recreational areas, contributing to the overall character of the region.



# Analyze

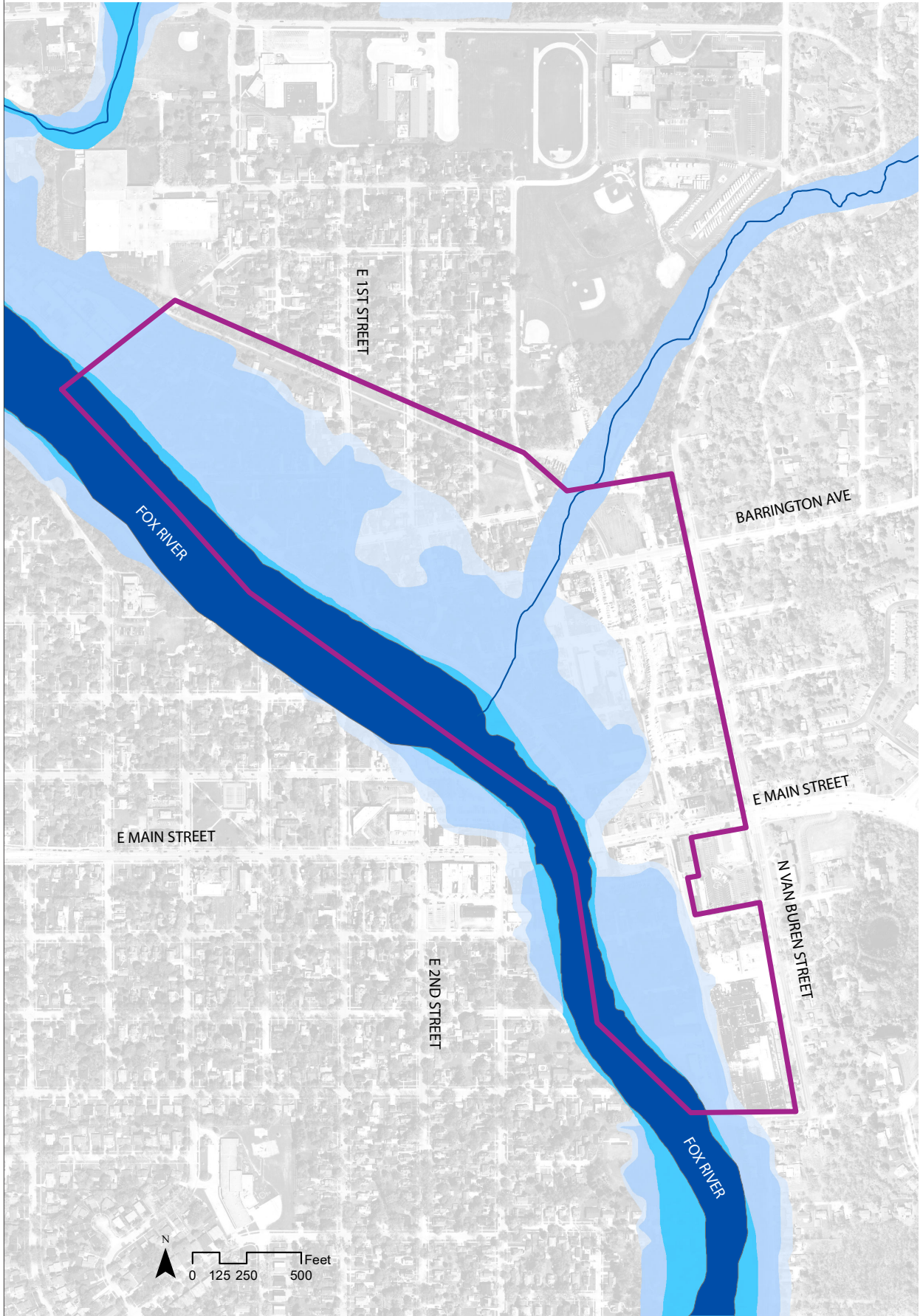
## NATURAL RESOURCES

The Fox River in Illinois flows from its origin in southeastern Wisconsin near Milwaukee and journeys nearly 200 miles, with around 100 miles coursing through the landscapes of Illinois, before merging with the Illinois River. As it enters Illinois, it navigates a chain of lakes and meanders through several counties. Historically, the river played a pivotal role in industrial development, with its strong flow making it a prized source of water power, leading to the construction of numerous dams and mills. Although most of the old mill dams have vanished, they have been replaced by hydroelectric, flood control, and navigation dams.

The river’s passage through Illinois is a study in contrasts, transitioning from serene rural areas and glaciated lakes in the north to outer manufacturing suburbs in the south. However, the river faces many challenges due to urban sprawl and dam-related issues. Despite improvements in water quality, it has been listed among the 10 most endangered rivers in America. Active citizen involvement is crucial in protecting the Fox River’s future and restoring its former glory, potentially leading to the removal of the dams to enhance its health and preserve its natural beauty.

Standing as a pivotal resource for East Dundee, Illinois, the river delivers a multitude of benefits to the Village and its inhabitants. Not only does it provide a scenic backdrop and recreation opportunities, but it also serves as a primary water source, essential for agriculture and industry. It has been a historical lifeline for the Village, facilitating trade and commerce by offering a natural waterway for the transport of goods.

The Fox River watershed forms a vibrant mosaic of diverse ecosystems, among which wetlands play a pivotal role in sustaining ecological balance and fostering biodiversity. The Fox River corridor is a sanctuary for several endangered species, including the Black-Crowned Night Heron, Greater Redhorse, Leafy Prairie Clover, River Redhorse, and Rusty Patched Bumble Bee. Today the Fox River is still listed on the Illinois Environmental Protection Agency’s 303d list for impaired waters; however, groups such as the Fox River Study Group and Friends of the Fox River work to educate, protect, and support water quality improvement strategies.



- Planning area
- Fox River
- 100 year floodplain
- 500 year floodplain
- Floodway

\*FEMA FIRM Map  
\*Kane County Geographic Information Systems (GIS) public data, 2015-2023

Floodplain and Wetland Map



# Analyze

The National Wetlands Inventory established by the US fish and Wildlife Service identifies riverfront zone in East Dundee as Riverine habitat classified as R2UBH. The riverine system includes all wetlands and deep water habitats contained within the Fox River channel. Its subsystem is lower perennial which is defined by a low gradient, with no tidal influence, and some water flows all year, except in years of drought. The bottom is unconsolidated which means the wetlands and deep water habitats are at least 25% covered with particles smaller than stones and vegetated cover is less than 30%. Lastly the water regime is permanently flooded meaning water covers the substrate throughout the year in all years.

## PARKS

The Dundee Township Park District serves the communities of Carpentersville, East Dundee, West Dundee, Sleep Hollow, and portions of Algonquin, Gilberts, Barrington Hills, and Hoffman Estates. The district maintains and operates two fitness centers, two golf courses, an adult activities center, two outdoor swimming pools, an indoor pool, Randall Oaks Zoo, and 40 park sites and facilities. In East Dundee, these parks include- William C. Bartels Park, Lions Park, and Max Freeman Park.

William C. Bartels Park is a small pocket park with a program that focuses on active recreation including a playground and sports courts. Lions Park is the largest of the parks in East Dundee Parks and provides both passive and active recreational opportunities. The baseball field, tennis courts, and playground are the park’s largest draws. Max Freeman Park is the most passive park in the village and is home to a large covered picnic area and an informal baseball field.



- Planning area
- Fox River
- Public parks
- Fox River Trail

\*Kane County Geographic Information Systems (GIS) public data, 2015-2023



# Analyze

## DEMOGRAPHICS

The demographics review utilized the Environmental Systems Research Institute (ESRI) Business Analyst Online (BAO) software to gather up-to-date demographic data necessary to gain an understanding of the Village and its context.

To examine the varied economic and social profile of East Dundee, the demographic research was narrowed down to: age distribution, income distribution, and race and ethnicity. Exploring overall population statistics sheds light on the Village’s growth patterns and potential areas for development.

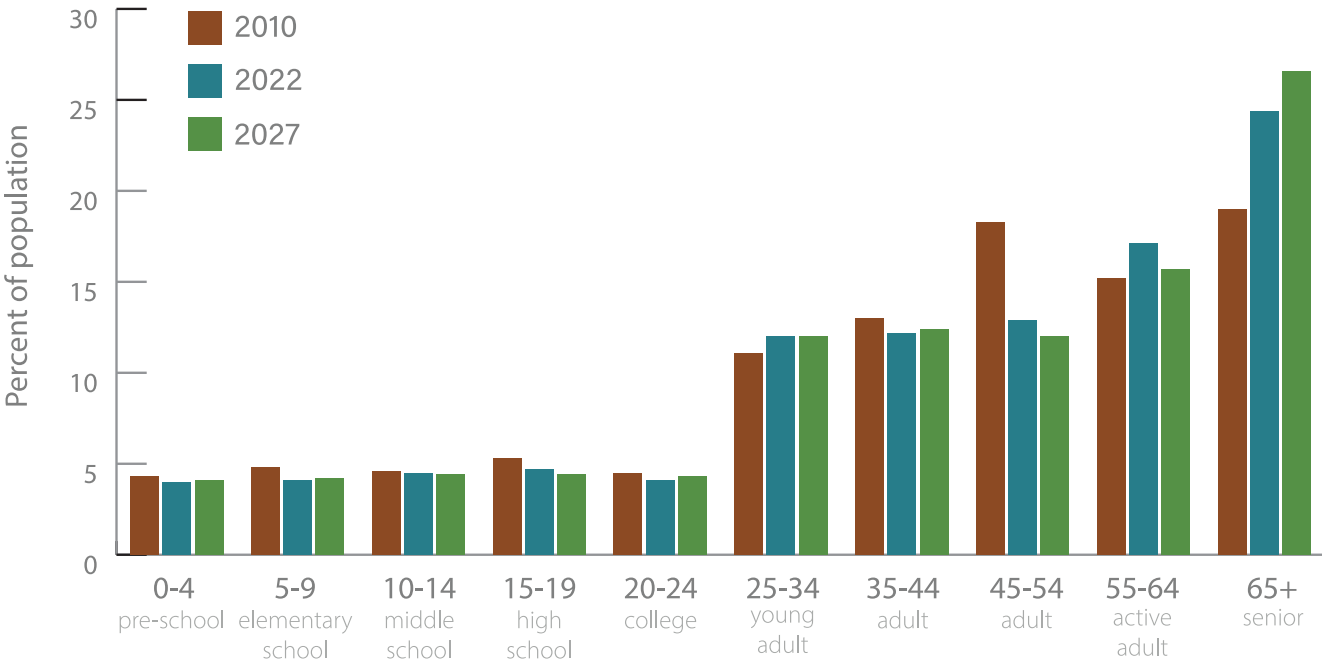
## AGE DISTRIBUTION

49

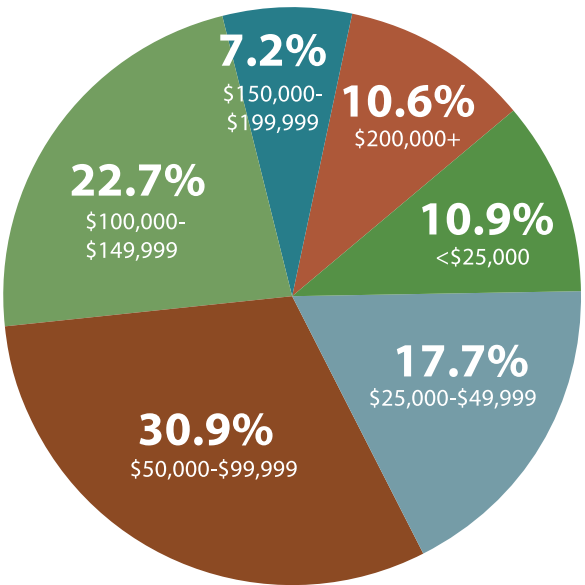
median age (2022)

65+  
age segment will grow 9.0% by 2027

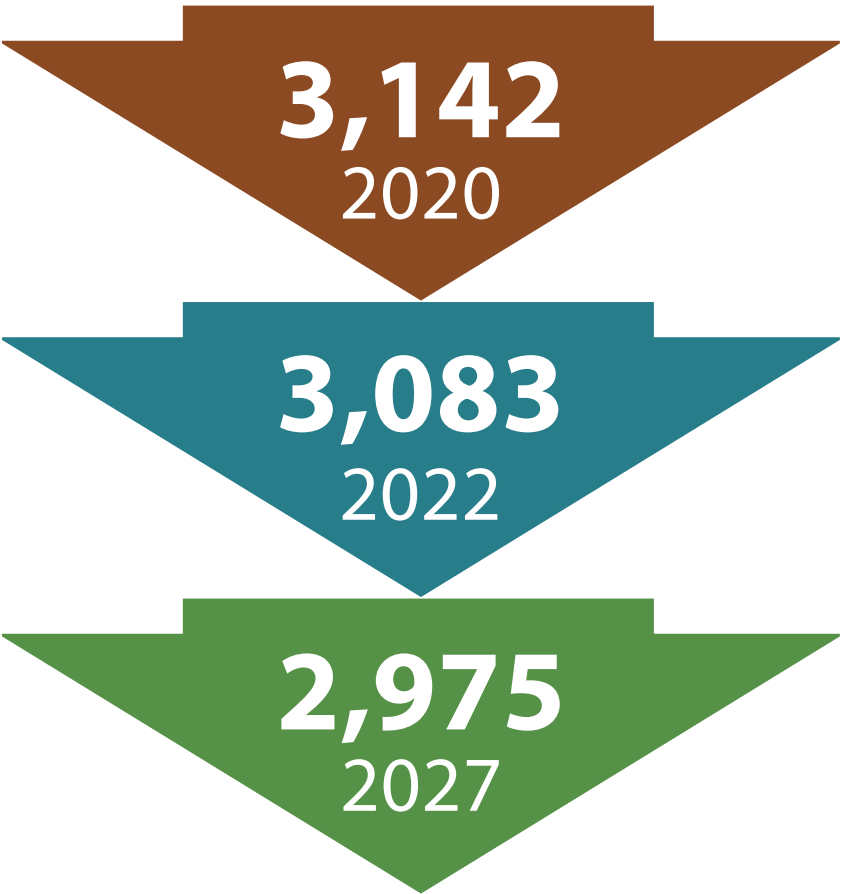
42.3%  
of the population will be over the age of 55 in 2027



## INCOME DISTRIBUTION

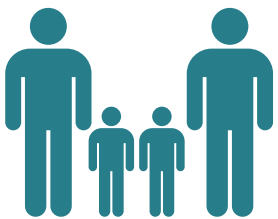


## TOTAL POPULATION



1,419

households (2022)



852

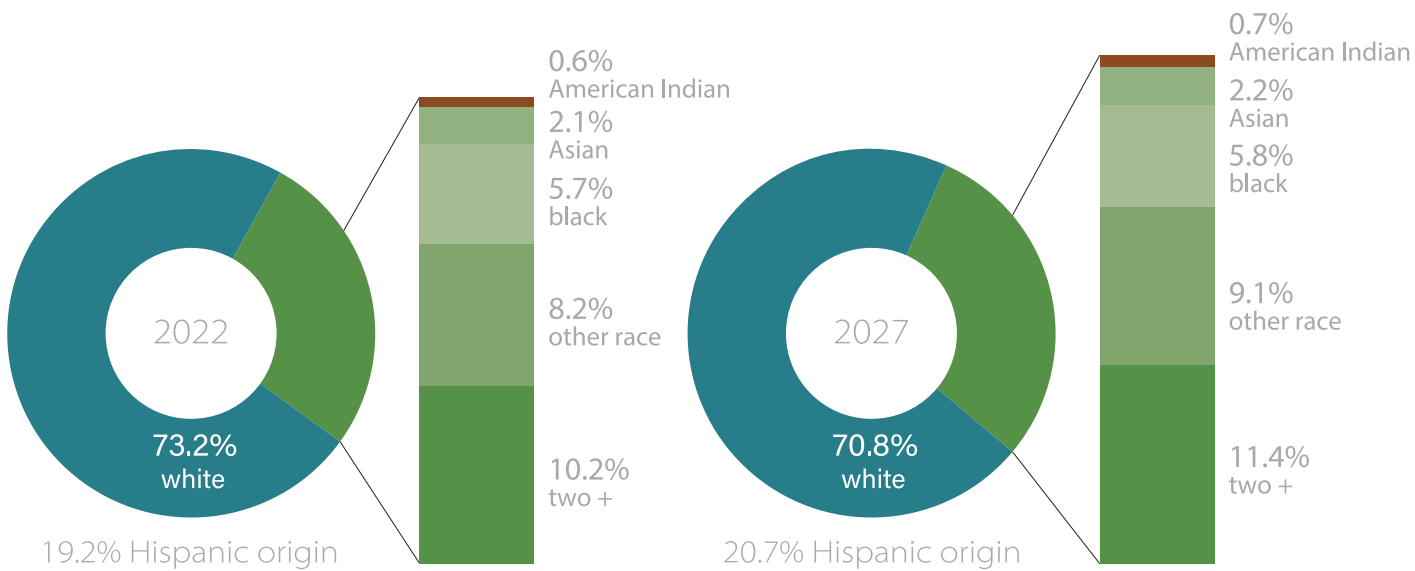
families (2022)



2.17

average household size (2022)

## RACE/ ETHNICITY



\*2020 data taken from U.S. Census Bureau where available; 2022 and 2027 projections taken from Environmental Systems Research Institute (ESRI) - Business Analyst Online

# Analyze

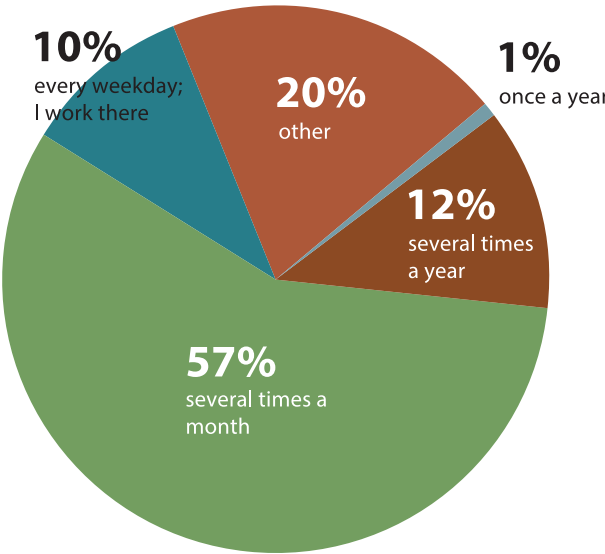
## PUBLIC INFRASTRUCTURE

Looking at East Dundee’s infrastructure, the attraction of the proposed Riverwalk improvements becomes quickly apparent. Physically, the project site is easily accessible and located adjacent to downtown East Dundee. This location and its potential as an attractive site on a riverfront contribute to its desirability for development. The value of the site and its potential to serve the local and regional/visitor market suggests a moderate intensity approach to maximize the value of the waterfront for the Village of East Dundee and its citizens.

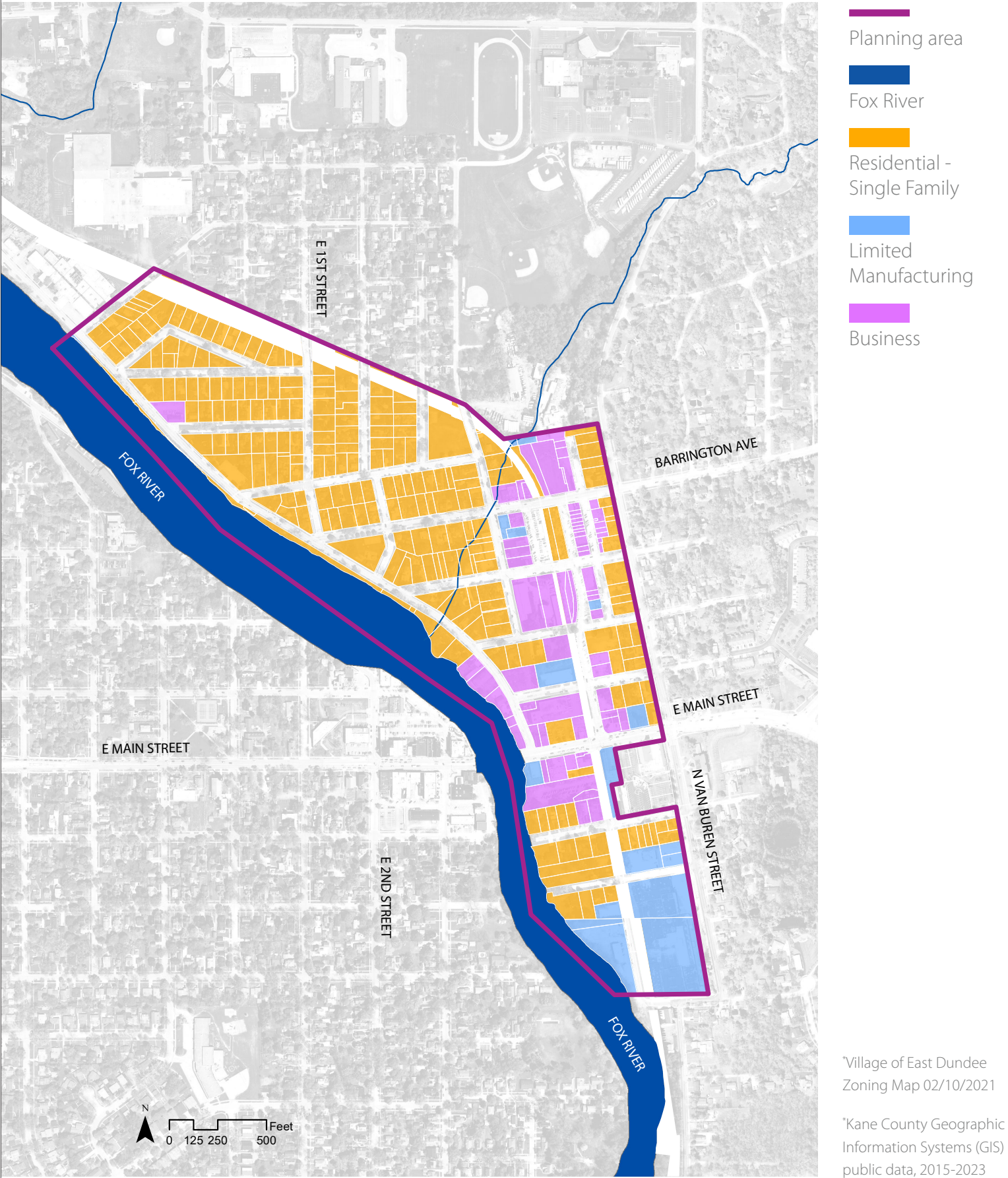
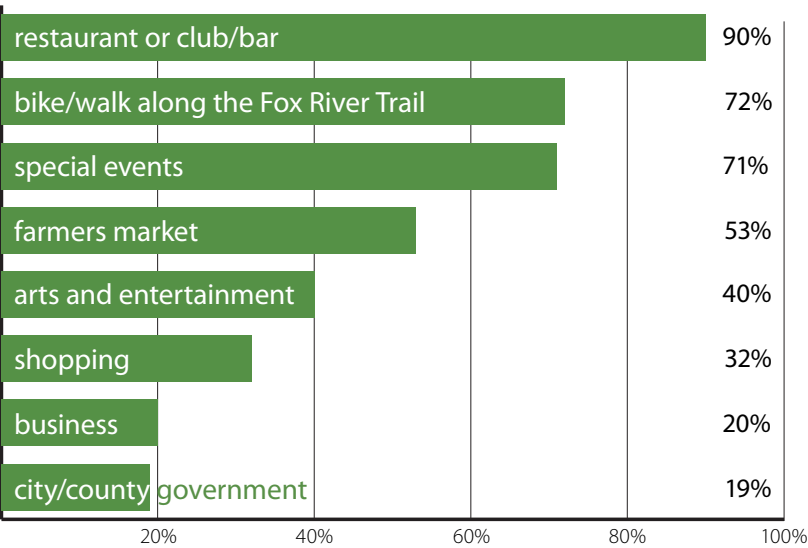
Current data suggests that approximately a large percentage of people live within a 15-minute walk of the riverfront. Creating a new attractive environment people to live, play, socialize and participate in sports and leisure activities will help to attract and retain young talent to fill the ranks of local businesses, thus securing their presence and future commitment to East Dundee.

The zoning framework in East Dundee provides a diverse mix of land uses, including commercial spaces, residential developments, and cultural institutions. Special considerations may be given to setbacks, right-of-ways, and permissible land uses to ensure that the downtown area retains its distinct identity. The integration of public spaces, multi-modal transit infrastructure, and walkable streets is prioritized in the East Dundee Fox River Corridor Master Plan, creating an inviting atmosphere for both residents and visitors.

How often do you go to downtown East Dundee?



If you go downtown, why do you go?



Village of East Dundee  
Zoning Map 02/10/2021

\*Kane County Geographic  
Information Systems (GIS)  
public data, 2015-2023



# Analyze

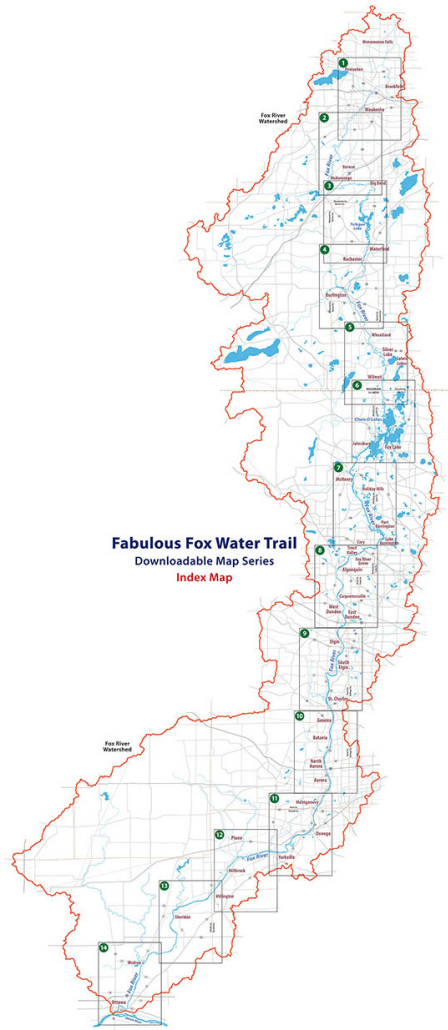
## TRANSIT

East Dundee stands out with its comprehensive and dynamic transit system designed to meet the varied transportation needs of residents and visitors. The Village’s public transportation network includes Route 803 and 543 of the Pace Bus System. Route 803 connects to Route 552 in West Dundee and Route 543 in Carpentersville. Route 543 also connects Routes 541- 542, 546-552, 554, 603, and 801 at the Elgin Transportation Center. Modern and environmentally friendly buses ensure a reliable and punctual service for daily commuters. At the Elgin Transportation Center, 5 miles to the south, visitors can transfer to the Metra’s Milwaukee District West (MD-W) train line.

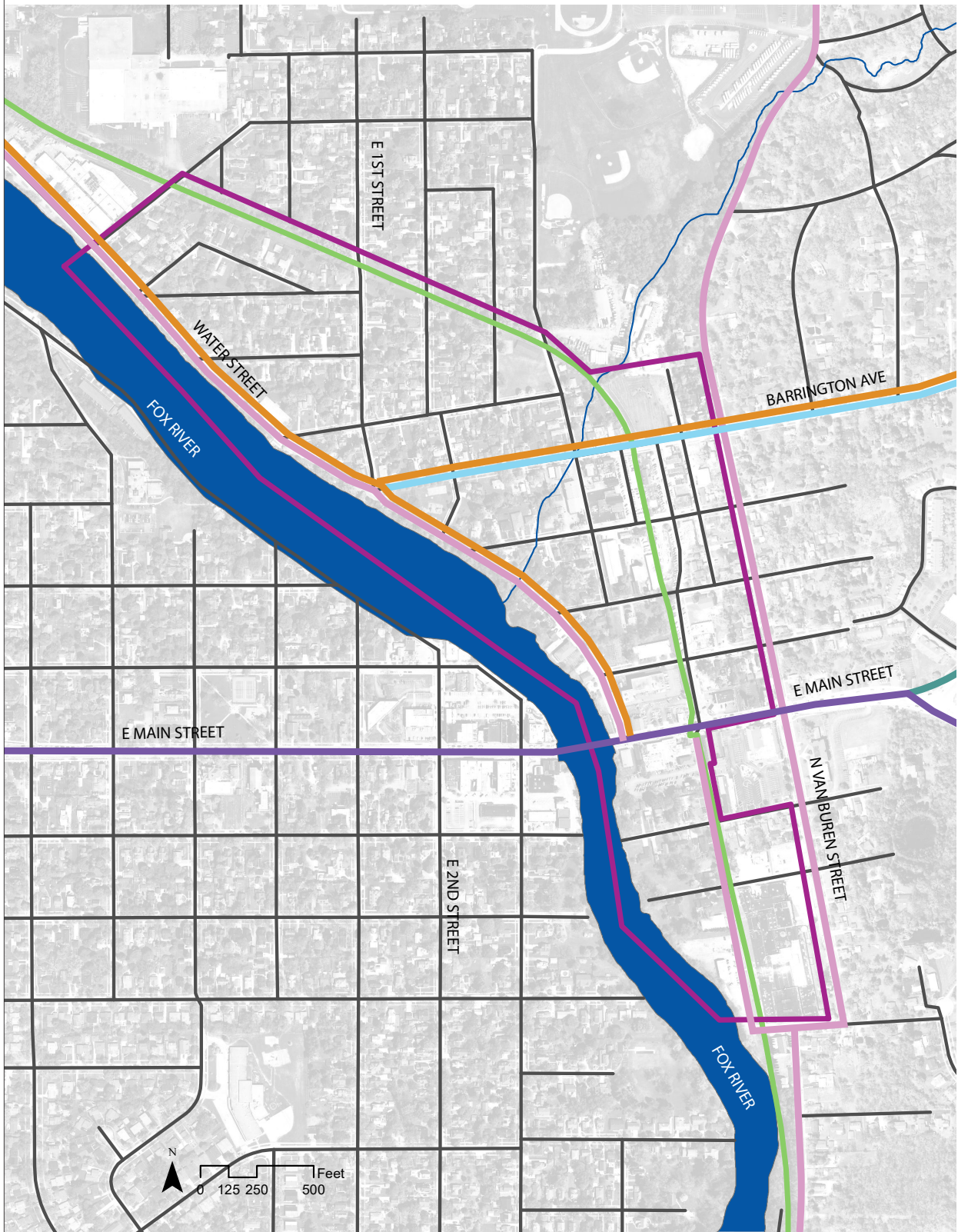
In terms of private transportation, East Dundee features a well-maintained road network providing efficient routes within the Village and connecting neighboring areas. Major thoroughfares include route 25, 68, and 72. With routes 25 and 72 providing connections to interstate 90. Per KLOA’s traffic study, most roadways within the study area are operating within their functional classification with adequate existing speed limits. 90% of the area truck traffic is located along collector roadways with the remaining 10% of trucks located on roadways designated as local roadways likely for local deliveries or trucks generated by Lionize Delivery Solutions, Inc.

## PEDESTRIAN INFRASTRUCTURE

The pedestrian infrastructure in East Dundee reflects a dedicated effort to create a walkable urban environment that encourages outdoor activities and community connectivity. The Village integrates with the broader regional trail network, with the Fox River Trail playing a pivotal role as a pathway suitable for walking, jogging, and cycling. Moreover, the East Dundee Riverwalk functions as an informal pedestrian link, connecting different parts of the Village while offering both a practical pathway and a scenic and recreational experience for residents and visitors alike. In addition to the terrestrial pedestrian infrastructure, the Fabulous Fox! Water trail runs through the Village which in 2023 was designated as part of the Nation Water Trails System by the U.S. Department of the Interior.



# Analyze



- Planning area
- Fox River
- Fox River Trail
- Roadway
- Minor Arterial
- Major Collector
- Minor Collector
- Other Principal Arterial
- Proposed Local Truck Route

\*KLOA Traffic reported 09/8/2023

\*Kane County Geographic Information Systems (GIS) public data, 2015-2023

Transportation Map



# Connect

## COMMUNITY

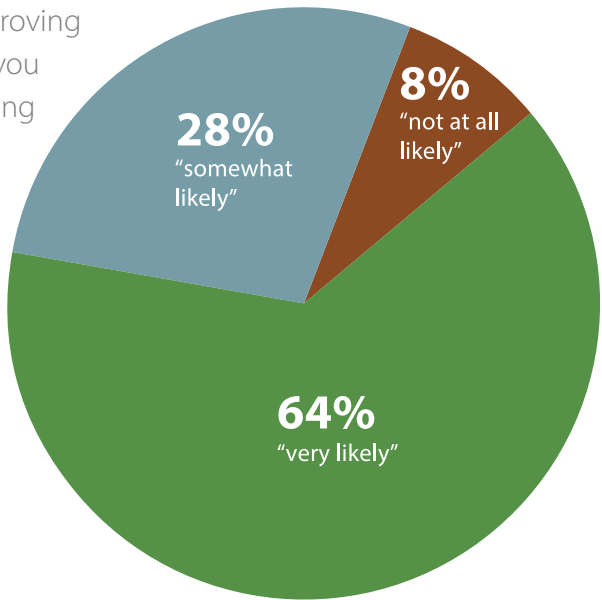
Throughout the planning process the Planning Team conducted an on-line survey and three stakeholder group discussions. Participants were informed of the project background then asked a series of questions related to what should be of focus for the East Dundee Riverfront Master Plan.

The survey conducted among East Dundee residents aimed to assess their familiarity with the East Dundee Riverwalk and the broader riverfront study area, along with their experiences and opinions on potential enhancements. Questions covered topics such as residents' familiarity, activities, and satisfaction with the riverfront, their perception of its connection to downtown, and their reasons for visiting downtown.

Residents were also asked about their use of riverfront parks, activities they engaged in, and the river's importance to East Dundee's identity. Opinions on enhancing the riverfront and the specific improvements desired were also solicited.

The survey explored outdoor activities, water sports experiences, and residents' likelihood of using an improved riverfront and supporting a tax levy for it. Basic demographic information was collected to provide insights for decision-makers. This comprehensive survey aimed to help inform future developments and improvements in these important public areas.

If the Village invests in improving the riverfront area, would you support the Village allocating finances and resources towards the improvements?



314  
survey responses

88%  
of respondents are familiar with or very familiar with the Riverfront study area

57%  
of respondents visit East Dundee several times a month.

51%  
of respondents view the riverfront as close to but not a part of downtown

76%  
of respondents view the riverfront as very important to East Dundee's identity

71%  
of respondents currently walk, run or ride bikes outdoors frequently

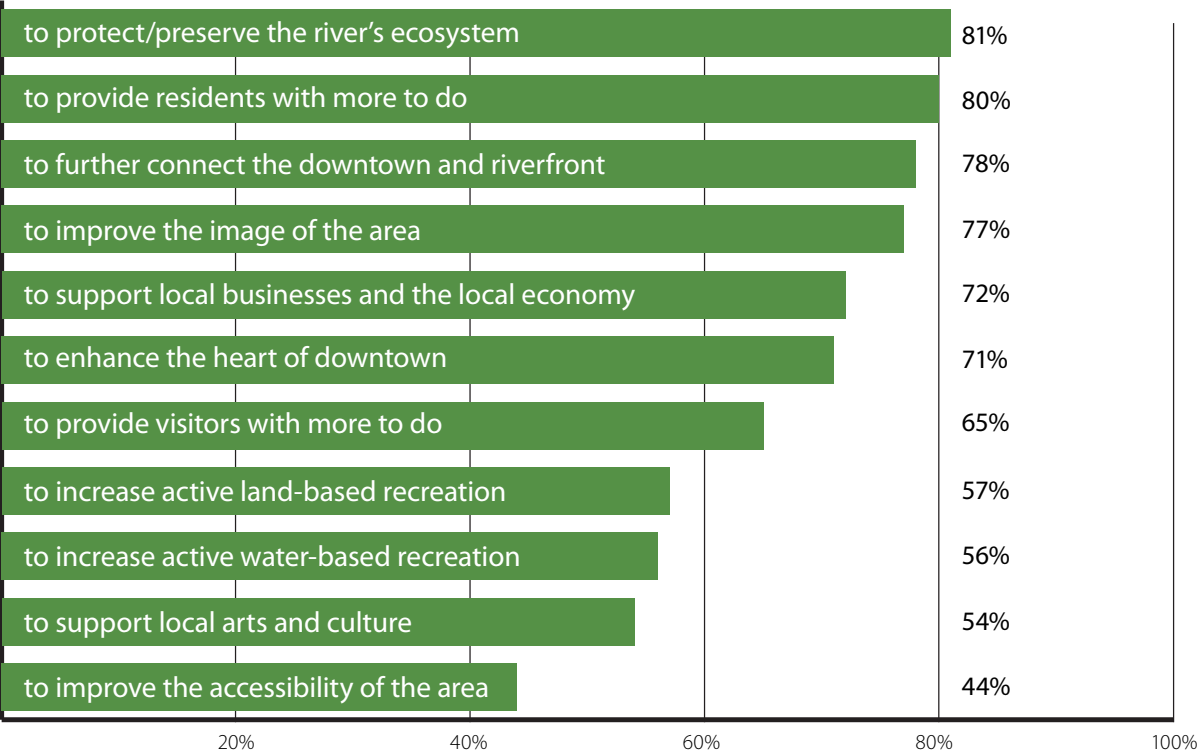
70%  
of respondents would be very likely to use the riverfront if it were improved

92%  
of respondents believe the Village should improve the riverfront in East Dundee

What are the key elements that need to be addressed in this project?



92% of respondents believe the Village should improve the riverfront in East Dundee. Those who agreed were then asked: please tell us why the river and/or riverfront should be enhanced. The responses were as follows:



# Connect

## STAKEHOLDERS

In developing the East Dundee Fox River Corridor Master Plan, the planning team actively collaborated with a diverse range of stakeholders, encompassing government entities, property owners, businesses, residents, and special interest groups. Government stakeholders provided crucial insights into the civic landscape, while property owners and businesses contributed perspectives on economic and developmental aspects.

Residents, as the community’s core, shared valuable perspectives based on their experiences and expectations. Special interest groups emphasized the importance of accommodating diverse recreational interests, and environmental stakeholders underscored the significance of sustainable development.

Throughout our engagement, we posed discussion questions to start conversation and guide stakeholders in identifying top priorities for the master plan and exploring ways in which their organizations could actively support the Village in implementing these priorities.

The stakeholders indicated that they supported the Village’s decision to improve the riverfront to better create a connection to the river, enhance the local ecology and improve water quality, increase activities for residents and visitors, and support the local economy. The improvements were recognized as tools to better connect the community back to the underutilized Fox River.

### Stakeholder Interview Trends:

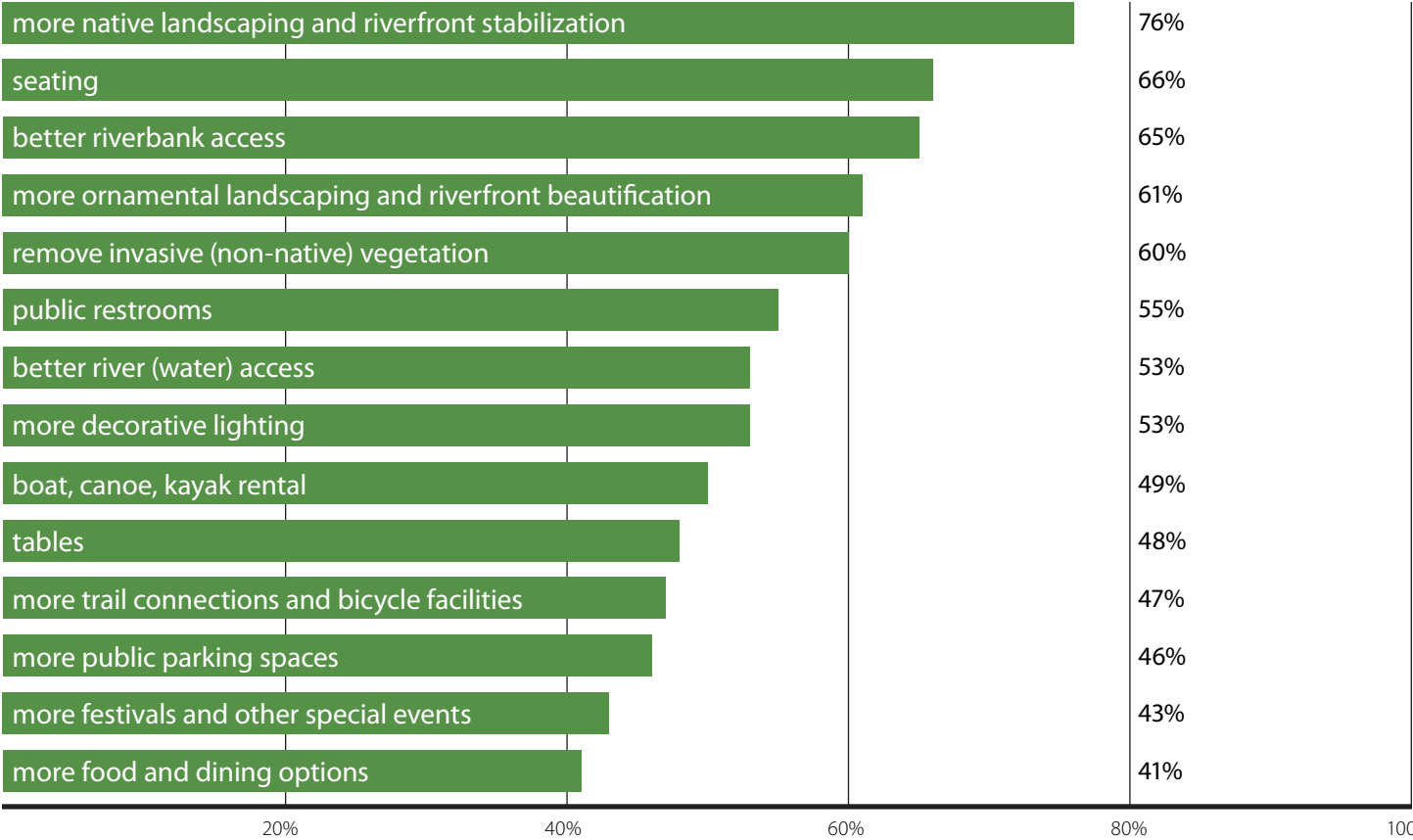
- **Haeger property would be ideal location for businesses and restaurants for people to stop at off of the bike path**
  - People are loyal to Haeger family name and properties
  - **Improved accessibility to the river is needed including a connection to Fox River Trail**
  - Public parking near the river for events and access
  - Impact on the river and water quality with development - maintenance of river’s edge and maintenance of habitat
  - Bringing people to the river and providing spaces for various arts
  - Create an identity with aspects that couldn’t be anywhere else besides a riverfront
- State-of-the-art green infrastructure
  - **Coordination with West Dundee’s improvements**
  - **Work cooperatively through civic events or projects with West Dundee**
  - **Private properties and residential houses on the riverfront may be an issue**
  - Bike path is very used, a good connection
  - The river is very underutilized
  - West Dundee would like to partner and come up with mutual benefits
  - Pedestrian river crossings
  - Naturalize as much as possible and maintain aquatic habitat

# Connect

## VILLAGE OF EAST DUNDEE

The collaborative workshops with the Village Board and Staff were pivotal in shaping the East Dundee Fox River Corridor Master Plan. Discussions centered on incorporating a diverse range of recreational activities into the riverfront, while insights from Village delved into zoning regulations and urban planning considerations. These deliberations emphasized the importance of aligning the master plan with community aspirations and integrating it effectively into East Dundee’s broader vision for growth and development. Below encapsulates the outcomes of these workshops and help to illustrate how their perspectives, combined with community input, have significantly influenced the strategic direction of the master plan and laid the groundwork for a vibrant and sustainable riverfront.

Tell us what improvements will enhance the Fox River and/or the East Dundee Riverfront?







## Riverfront TOMORROW

This chapter transforms vision into reality, outlining goals, objectives, and the framework for the East Dundee Fox River Corridor Master Plan. We delve into the design of the riverwalk and explore the systematic implementation of our comprehensive master plan.



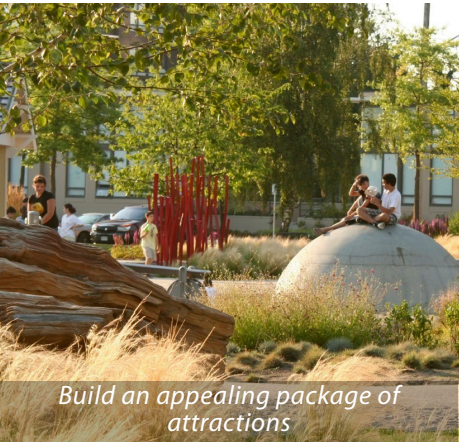
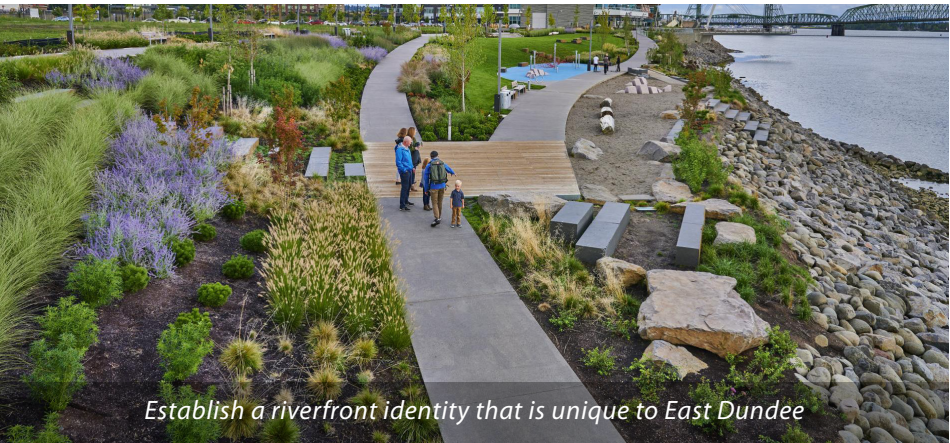
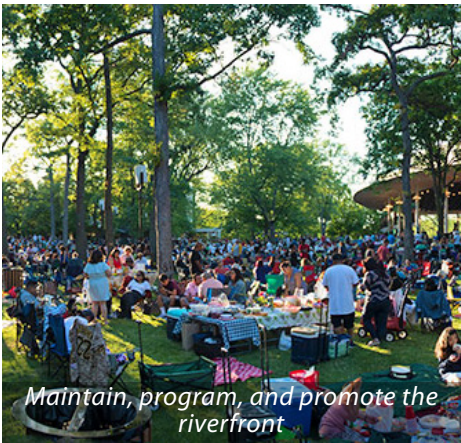
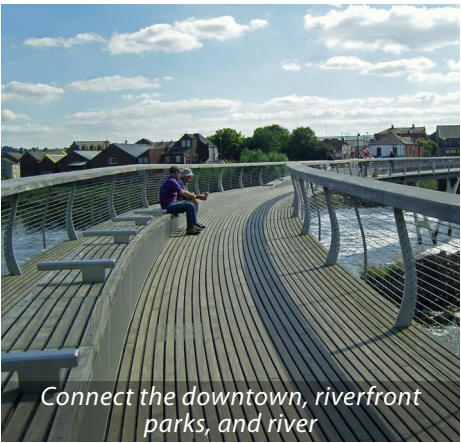
# Goals and Objectives

The East Dundee Fox River Corridor Master Plan, shaped by community input, focuses on enhancing the ecology, cultural identity, and recreational value of the riverfront. It navigates mixed sentiments about the engineered edges, prioritizes smart development within the flood plain, and emphasizes community engagement and education.

The proposal envisions a collaborative effort with neighboring communities to create a regional destination, emphasizing economic benefits, recreation, and ecological enhancements. With detailed short-term and long-term action plans, the plan aims for a vibrant and accessible riverfront that reflects East Dundee’s history.

## OBJECTIVES

- Improve access and pedestrian **safety** along the riverfront
- Establish an identity and improved **connection** to East Dundee’s downtown
- Create new opportunities for **water recreation** and generate local/regional attractions
- Promote and preserve the river’s **ecology**
- Special **events** along the river (small and large scale)
- **Educate** and engage the public
- Consider **future** acquisition of key sites along the river

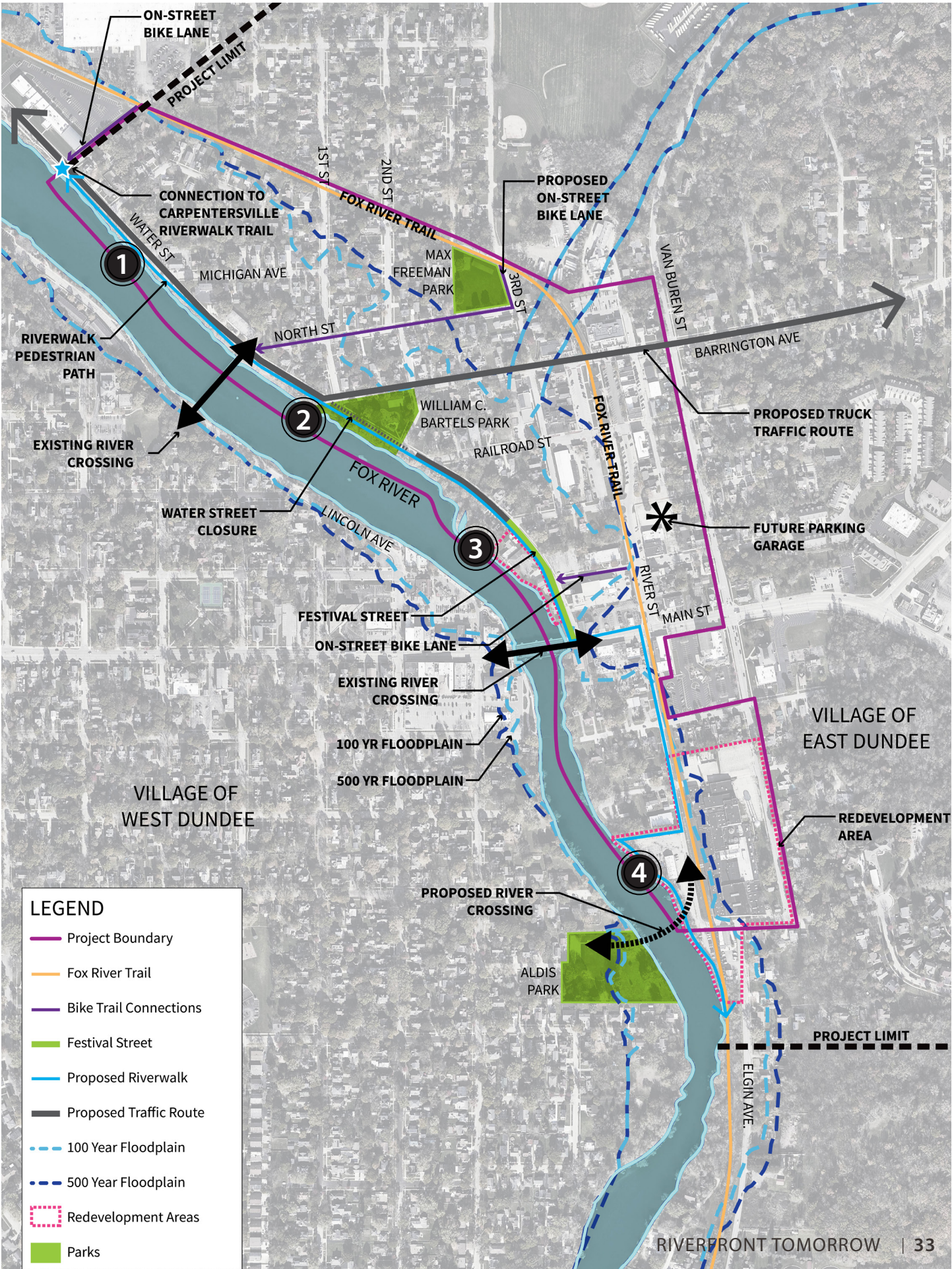




# Envision/ Prioritize

## RECREATIONAL PRIORITIES

The East Dundee Fox River Corridor Master Plan reflects a keen understanding of the Fox River’s natural beauty, positioning it as a central haven for community engagement and recreation. Thoughtfully weaving opportunities for outdoor activities, the plan crafts spaces that beckon residents to contemplate and actively participate in the surroundings. Focusing on the relationship between the community and the river, the area evolves into a recreational haven, inspiring residents to explore, connect, and thrive within East Dundee. The inclusion of green spaces, elevated overlooks, and interconnected pathways signifies a holistic approach to recreation, envisioning a dynamic hub where community members can partake in diverse activities, immersing themselves in the scenic beauty of the riverfront environment. This master plan foresees a landscape where residents and visitors seamlessly integrate with the diverse ecosystem and with each other.





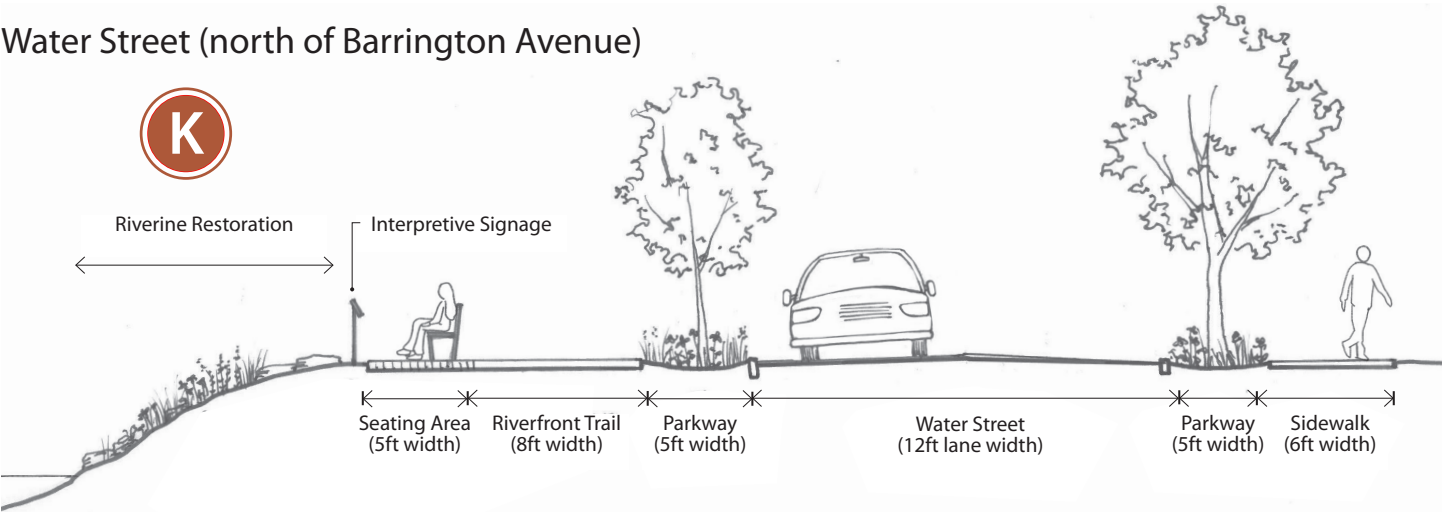
# Water Street - North Segment

The northern most section of the East Dundee Riverfront Master plan focuses on connecting to adjacent communities and increasing pedestrian safety throughout the corridor. The site is located along Water Street between North Street and Illinois Street. The designs leaves Water Street in its current location but calls for lane narrowing and the introduction of raised pedestrian crossing for traffic calming purposes. To the north the proposed riverfront trail connects to Carpentersville’s revitalized riverwalk and to the east, via the existing pedestrian bridge, it connects to West Dundee. The design program for this stretch of the riverwalk is focused on circulation and passive recreation. It’s a quite space intended to be a place for community members to connect with the river and its restored riparian ecology.

- 1
- 2
- 3
- 4



Water Street (north of Barrington Avenue)





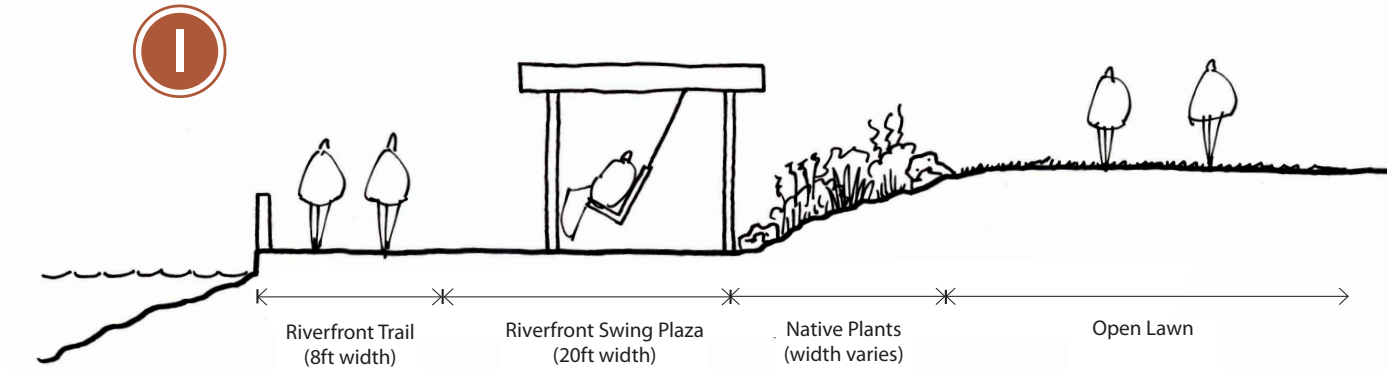
# William Bartels Park

William Bartels Park is a proposed face-lift to an existing park with the major intervention being the removal of a section of Water Street running through the park. This design intervention increases the size of the park by connecting it to the river and reduces the threat of pedestrian and vehicular conflicts. The guiding principle for the redesign of the park was to increase the ecological productivity and connectivity of the site. Native plantings flank the perimeter of the park with seating areas to allow visitors to connect more deeply with nature. A sloped walkway and staked boulder trail provide two distinctly different ways to engage the river. The nature themed playground encourages kids to get out and explore nature. While the new community shelter provides parents with a safe location to watch their kids on the playground and the community a new venue to congregate.

- 1
- 2
- 3
- 4



Riverfront Trail at William Bartels Park





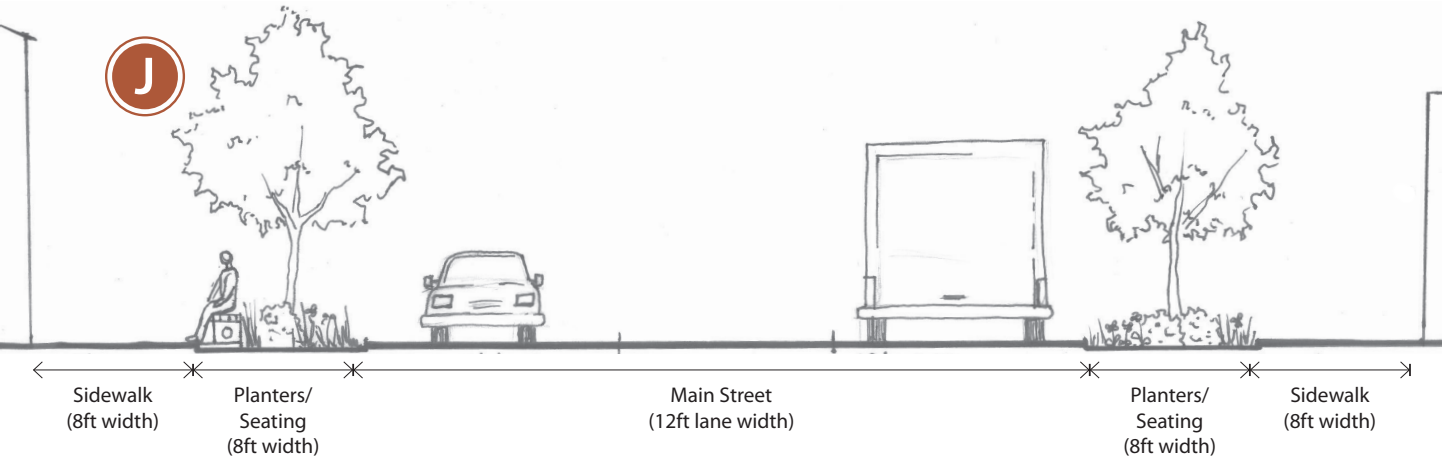
# Water Street - South Segment

The downtown section of the riverfront runs along Water Street from Main to Hill Street and is focused on connecting people to the river. The riverwalk bows to provide the longest stretch of path directly adjacent to the river and to avoid existing infrastructure. An existing structure is proposed to be reused for rooftop dining adjacent to the Main Street bridge. This economic anchor will pull people from downtown to the riverwalk and will offer expansive views of the Fox River. Water Street is reconfigured as a two-lane road with on street parking but is envisioned to be temporarily closed to vehicular traffic during scheduled periods to host street festivals. Gateway features and public art are scattered throughout the park and greet visitors as they enter the park. The native plantings within the park highlight and emphasize the natural ecology of the region.

- 1
- 2
- 3
- 4



Streetscape along Main Street





# Haeger Property

The southernmost section of the master plan transforms the historic Haeger Property into a regional destination and offers a new vibrant recreational amenity to the community. The mixed-use redevelopment of the Haeger Property anchors the development. The largely passive recreational park has pockets of activity and is arranged in a way to host larger events. To maximize the size of the park and to increase pedestrian safety a portion of River Street has been removed and traffic has been diverted around the site as opposed to going through. A curved pedestrian bridge connects to Aldis Park across the river and offers sweeping views of the river to the north and south.

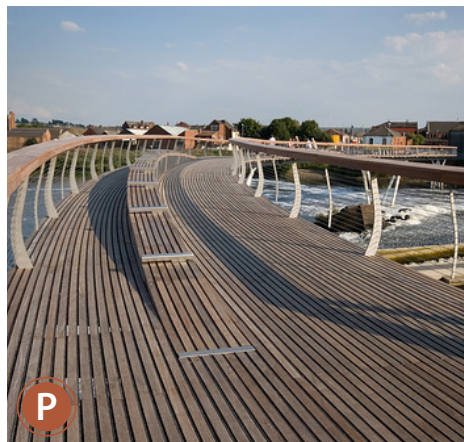
The program of the park transitions from active to passive going north to south with the most active quadrant being the northeast corner. This corner includes pickleball, urban waterfront play features, nature based playground, and an intimately scaled community pavilion. Formal gardens, restroom facilities, and a community pavilion separative the active quadrant from the large event lawn and amphitheater that are sized to host medium capacity events. In the south, the park is geared towards connecting with nature and the Fox River Trail. This passive portion of the park is highlighted by native plantings, public art, picnic pavilions, group gathering areas in nature, lookouts, and an accessible kayak launch. Along the water a diversity of opportunities to interact with the river occur. Most notably the limestone outcropping adventure trail along and through the day lit outflow of the stream previously occurring on site.



- 1
- 2
- 3
- 4



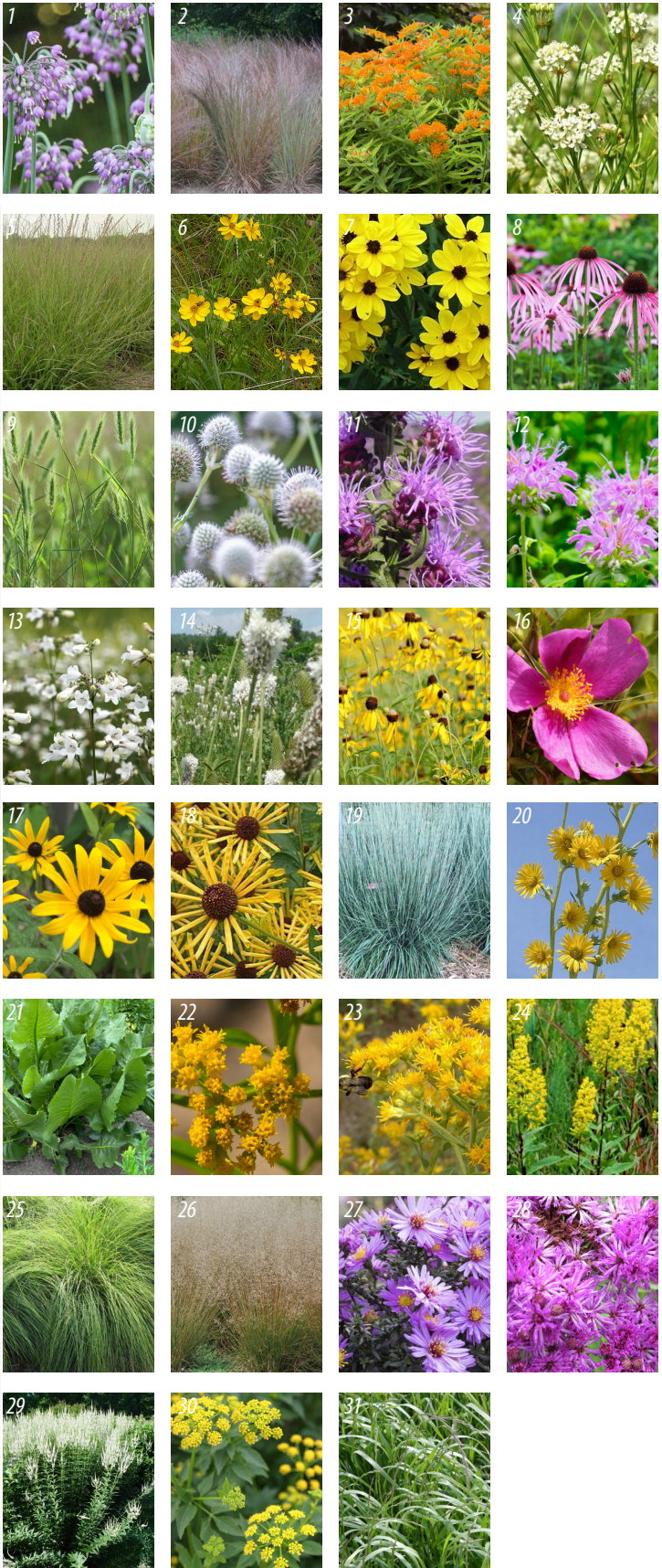




# Envision/ Prioritize

## NATIVE RIVERFRONT RESTORATION PLANT SPECIES UPLAND PRAIRIE SEED MIXTURE




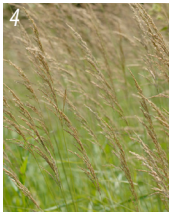








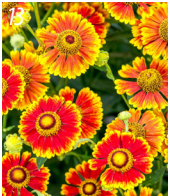





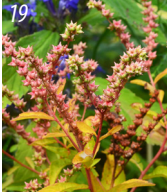











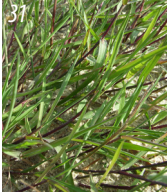
1.	<i>Allium cernuum</i>	nodding wild onion
2.	<i>Andropogon gerardii</i>	Big Bluestem
3.	<i>Asclepias tuberosa</i>	butterfly weed
4.	<i>Asclepias verticillata</i>	whorled milkweed
5.	<i>Bouteloua curtipendula</i>	side oats grama grass
6.	<i>Coreopsis palmata</i>	prairie coreopsis
7.	<i>Coreopsis tripteris</i>	tall coreopsis
8.	<i>Echinacea pallida</i>	pale purple coneflower
9.	<i>Elymus virginicus</i>	Virginia wild rye
10.	<i>Eryngium yuccifolium</i>	rattlesnake master
11.	<i>Liatris aspera</i>	button blazing star
12.	<i>Monarda fistulosa</i>	wild bergamot
13.	<i>Penstemon digitalis</i>	foxglove beardtongue
14.	<i>Petalostemum candidum</i>	white prairie clover
15.	<i>Ratibida pinnata</i>	Yellow Coneflower
16.	<i>Rosa carolina</i>	pasture rose
17.	<i>Rudbeckia hirta</i>	black-eyed susan
18.	<i>Rudbeckia subtomentosa</i>	sweet coneflower
19.	<i>Schizachyrium scoparium</i>	little bluestem grass
20.	<i>Silphium laciniatum</i>	compass plant
21.	<i>Silphium terebinthinaceum</i>	prairie dock
22.	<i>Solidago graminifolia</i>	grass-leaved goldenrod
23.	<i>Solidago rigida</i>	stiff goldenrod
24.	<i>Solidago speciosa</i>	showy goldenrod
25.	<i>Sporobolus heterolepis</i>	prairie dropseed
26.	<i>Sporobolus laevis</i>	smooth blue aster
27.	<i>Symphotrichum novae-angliae</i>	New England aster
28.	<i>Vernonia fasciculata</i>	common ironweed
29.	<i>Veronicastrum virginicum</i>	Culver's root
30.	<i>Zizia aurea</i>	golden alexanders
31.	<i>Lolium multiflorum</i>	annual rye











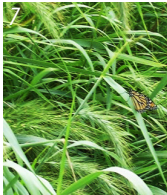












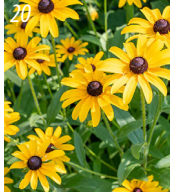











Envision/ Prioritize

NATIVE RIVERFRONT RESTORATION PLANT SPECIES RIVERBANK SEED MIXTURE

1.	<i>Agrostis stolonifera</i>	bent grass				
2.	<i>Asclepias incarnata</i>	Swamp milkweed				
3.	<i>Bidens cernua</i>	Nodding Bur Marigold				
4.	<i>Calamagrostis canadensis</i>	blue joint grass				
5.	<i>Carex bebbii</i>	Bebb's sedge				
6.	<i>Carex stipata</i>	awl fruited sedge				
7.	<i>Carex vulpinoidea</i>	Brown Fox Sedge				
8.	<i>Eleocharis erythropoda</i>	red-rooted spike rush				
9.	<i>Elymus riparus</i>	Riverbank Wild Rye				
10.	<i>Elymus virginicus</i>	Virginia wild rye				
11.	<i>Eupatorium maculatum</i>	spotted joe pye weed				
12.	<i>Glyceria striata</i>	fowl manna grass				
13.	<i>Helenium autumnale</i>	Sneezeweed				
14.	<i>Helianthus grosseserratus</i>	saw tooth sunflower				
15.	<i>Juncus torreyi</i>	Torrey's rush				
16.	<i>Justicia americana</i>	American-Water Willow				
17.	<i>Leersia oryzoides</i>	Rice Cut Grass				
18.	<i>Liatris spicata</i>	Marsh Blazing Star				
19.	<i>Penthorum sedoides</i>	ditch stonecrop				
20.	<i>Rudbeckia laciniata</i>	Wild Golden Glow				
21.	<i>Schoenoplectus acutus</i>	Hard-Stemmed Bulrush				
22.	<i>Schoenoplectus tabernaemontani</i>	soft stem bulrush				
23.	<i>Scirpus atrovirens</i>	Dark Green Rush				
24.	<i>Scirpus cyperinus</i>	wool grass				
25.	<i>Solidago gigantea</i>	Late Goldenrod				
26.	<i>Sparganium eurycarpum</i>	Common Bur Reed				
27.	<i>Spartina pectinata</i>	Prairie Cord Grass				
28.	<i>Symphyotrichum novae-angliae</i>	New Englage Aster				
29.	<i>Verbena hastata</i>	Blue Vervain				
30.	<i>Vernonia fasciculata</i>	common ironweed				
31.	<i>Agrostis stolonifera</i>	Spreading Bent Grass				

Envision/ Prioritize

NATIVE RIVERFRONT RESTORATION PLANT SPECIES FLOODPLAIN/WET PRAIRIE SEED MIXTURE

1.	<i>Andropogon gerardii</i>	big bluestem				
2.	<i>Baptisia luecantha</i>	wild white indigo				
3.	<i>Carex annectens xanthocarpa</i>	yellow fruited sedge				
4.	<i>Carex normalis</i>	normal sedge				
5.	<i>Desmodium canadense</i>	showy tick trefoil				
6.	<i>Elymus riparus</i>	Riverbank Wild Rye				
7.	<i>Elymus virginicus</i>	Virginia wild rye				
8.	<i>Eupatorium perfoliatum</i>	boneset				
9.	<i>Glyceria striata</i>	fowl manna grass				
10.	<i>Helenium autumnale</i>	sneezeweed				
11.	<i>Hypericum pyramidatum</i>	great St. John's wort				
12.	<i>Juncus dudleyi</i>	Dudley's rush				
13.	<i>Juncus torreyi</i>	Torrey rush				
14.	<i>Liatris pycnostachya</i>	prairie gayfeather				
15.	<i>Liatris spicata</i>	spiked gayfeather				
16.	<i>Lobelia siphilitica</i>	great blue lobelia				
17.	<i>Monarda fistulosa</i>	bergamot				
18.	<i>Panicum virgatum</i>	switch grass				
19.	<i>Pycnanthemum virginianum</i>	common mountain mint				
20.	<i>Rudbeckia hirta</i>	black-eyed susan				
21.	<i>Rudbeckia laciniata</i>	wild golden glow				
22.	<i>Silphium perfoliatum</i>	cup plant				
23.	<i>Solidago rigida</i>	stiff goldenrod				
24.	<i>Spartina pectinata</i>	cord grass				
25.	<i>Symphyotrichum novae-angliae</i>	new England Aster				
26.	<i>Verbena hastata</i>	blue vervain				
27.	<i>Veronica fasciculata</i>	common ironweed				
28.	<i>Veronicastrum virginicum</i>	Culver's root				
29.	<i>Zizia aurea</i>	golden alexander				
30.	<i>Agrostis alba palustris</i>	bent grass				
31.	<i>Lolium multiflorum</i>	annual rye				











Envision/ Prioritize

NATIVE RIVERFRONT RESTORATION PLANT SPECIES **SHRUBS & TREES**

1.	<i>Juniperus communis</i>	Common Juniper				
2.	<i>Taxus canadensis</i>	American Yew				
3.	<i>Aronia melanocarpa "Elata"</i>	Glossy Black Chokeberry				
4.	<i>Cephalantus occidentalis</i>	Buttonbush				
5.	<i>Cornus alternifolia</i>	JUNCOMC				
6.	<i>Sambucus nigra ssp. canadensis</i>	Elderberry				
7.	<i>Viburnum dentatum "Christom"</i>	Blue Muffin Arrowwood Viburnum				
8.	<i>Viburnum lentago</i>	Nanny-Berry				
9.	<i>Amelanchier Laevis</i>	Allegheny Serviceberry				
10.	<i>Betula nigra</i>	River Berch				
11.	<i>Cercis canadensis</i>	Eastern Redbud				
12.	<i>Malus ioensis</i>	Iowa Crab Apple				
13.	<i>Acer rebrum</i>	Red Maple				
14.	<i>Carya ovata</i>	Shagbark Hickory				
15.	<i>Celtis occidentalis</i>	Common Hackberry				
16.	<i>Quercus bicolor</i>	Swamp White Oak				
17.	<i>Quercus macrocarpa</i>	Bur Oak				
18.	<i>Quercus rubra</i>	Red Oak				
19.	<i>Picea abies</i>	Norway Spruce				
20.	<i>Picea glauca densata</i>	Black Hills Spruce				
21.	<i>Thuja occidentalis</i>	Eastern White Cedar				

Envision/ Prioritize

NATIVE RIVERFRONT RESTORATION PLANT SPECIES **RIVERBANK PLUGS**

1.	<i>Carex bebbii</i>	Bebb's sedge				
2.	<i>Carex vulpinoidea</i>	Brown Fox Sedge				
3.	<i>Juncus torreyi</i>	Torrey's rush				
4.	<i>Justicia americana</i>	American-Water Willow				
5.	<i>Leersia oryzoides</i>	Rice Cut Grass				
6.	<i>Schoenoplectus acutus</i>	Hard-Stemmed Bulrush				
7.	<i>Schoenoplectus tabernaemontani</i>	Soft Stem Bulrush				
8.	<i>Scirpus atrovirens</i>	Dark Green Rush				
9.	<i>Scirpus cyperinus</i>	Wool Grass				
10.	<i>Sparganium eurycarpum</i>	Common Bur Reed				
11.	<i>Spartina pectinata</i>	Prairie Cord Grass				

Implement

FY 2024				FY 2025			
Q1 January - March	Q2 April - June	Q3 July- September	Q4 October - December	Q1 January - March	Q2 April - June	Q3 July- September	Q4 October - December
	Develop shoreline enhancement and long term maintenance plan			Ongoing: Implement shoreline enhancement with stabilization measures, native plantings, and invasive/non-native species management.			
		William Bartels Park: Master plan and OSLAD Grant Application for recreation improvements		Anticipated OSLAD Grant Announcement and executed grant agreements with IDNR, if awarded	William Bartels Park: Design and engineering for recreation improvements		
Acquire Haeger Property		Haeger Property: Conduct Traffic Study of River Street		Submit Developer RFP for Haeger Property			Haeger Property: Evaluate developer RFP responses
	Evaluate impacts and need for additional street/intersection improvements as a result of the proposed Water Street Vacation at William Bartels Park and implement recommendations.		Water Street Vacation at William Bartels Park: Design, engineering, and permitting for removal and restoration.		Water Street Vacation at William Bartels Park: Implement removal and restoration.		

Legend:

Shoreline Enhancements

William Bartels Park

Haeger Property I

Water Street North

Water Street South

Main Street

Implement

FY 2026				FY 2027			
Q1 January - March	Q2 April - June	Q3 July- September	Q4 October - December	Q1 January - March	Q2 April - June	Q3 July- September	Q4 October - December
Ongoing: Implement shoreline enhancement with stabilization measures, native plantings, and invasive/non-native species management.							
William Bartels Park: Bid and permitting for recreation improvements	William Bartels Park: Implement recreation improvements						
	Haeger Property Phase 1: Master Plan and OSLAD Grant Application for recreation improvements			Anticipated OSLAD Grant announcement and executed grant agreements with IDNR, if awarded	Haeger Property Phase 1: Design and engineering for recreation improvements. ITEP for bike path improvements at Haeger Property		
				Water Street North: Master Plan and RTP Grant for Riverfront Trail Improvements			Anticipated RTP Grant Announcement and executed with IDNR, if awarded

## Implement

FY 2028				FY 2029				Long-Range Action Items	
Q1 January - March	Q2 April - June	Q3 July- September	Q4 October - December	Q1 January - March	Q2 April - June	Q3 July- September	Q4 October - December		
Ongoing: Implement shoreline enhancement with stabilization measures, native plantings, and invasive/non-native species management.								Ongoing: Implement shoreline enhancement with stabilization measures, native plantings, and invasive/non- native species management.	
								Main Street Improvements: Plan, design, permit and implement streetscape improvements on Main Street	
Haeger Property Phase 1: Bid and permitting for recreation improvements.	Haeger Property Phase 1: Implement recreation improvements					Haeger Property Phase 2: Master Plan and OSLAD Grant Application for recreation improvements		Haeger Property Phase 2: Planning, Design, Bid, Permit, and Implement	
Water Street North: Design and engineering for Riverfront Trail improvements			Water Street North: Bid and permitting for Riverfront Trail improvements		Water Street North: Implement Riverfront Trail improvements				
								Water Street South: Master Plan, Design, Engineer, Bid, Permit, and Implement	

Legend:

	Shoreline Enhancements		Water Street North
	William Bartels Park		Water Street South
	Haeger Property I		Main Street

## Implement

## FY 2024 Priority Actions

Projects	Priority Items
<b>William Bartels Park:</b> Expansion and re-design of William Bartels Park.	<ul style="list-style-type: none"><li>• Evaluate and implement ancillary traffic improvements needed to support the vacation of Water Street.</li><li>• Master plan Water Street restoration and recreation improvements for William Bartels Park.</li><li>• Apply for FY 25 OSLAD Grant for recreation improvements.</li><li>• Design, engineer, and permit Water Street vacation and restoration</li></ul>
<b>Water Street North:</b> Narrowing Water Street from North Street to Illinois Street and increasing pedestrian accessibility and safety through a Riverwalk trail, on street bike improvements, and traffic calming measures.	<ul style="list-style-type: none"><li>• Evaluate additional infrastructure and roadway improvements prior to Water Street road diet and riverwalk improvements.</li></ul>
<b>Haeger Property Phase 1:</b> Acquisition and re-development of the Haeger Pottery property Phase 1.	<ul style="list-style-type: none"><li>• Acquire Haeger Property</li><li>• Conduct traffic study of River Street re-route.</li></ul>

## FY 2025 Priority Actions

Projects	Priority Items
<b>William Bartels Park:</b> Expansion and re-design of William Bartels Park.	<ul style="list-style-type: none"><li>• Bid and permit recreation improvements</li><li>• Design and engineer recreation improvements.</li><li>• Design, engineer, and permit Water Street vacation and restoration.</li><li>• Begin implementing Water Street vacation and restoration.</li></ul>
<b>Water Street North:</b> Narrowing Water Street from North Street to Illinois Street and increasing pedestrian accessibility and safety through a Riverwalk trail, on street bike improvements, and traffic calming measures.	<ul style="list-style-type: none"><li>• Apply for ITEP Grants for Riverwalk Trail, road improvements, and bike path connections.</li></ul>
<b>Haeger Property Phase 1:</b> Acquisition and re-development of the Haeger Pottery property Phase 1.	<ul style="list-style-type: none"><li>• Submit developer RFP for Haeger Pottery Property.</li><li>• Submit LWCF for adjacent parcel to the Haeger Property.</li><li>• Acquire parcel adjacent to the Haeger Property.</li></ul>

### Shoreline Improvements:

Restoration and maintenance of native plant ecosystems along the shoreline of the Fox River.

- Continue regular invasive species removal, shoreline restoration, and native area management.



# Implement

## FY 2026 Priority Actions

Projects	Priority Items
<b>William Bartels Park:</b> Expansion and re-design of William Bartels Park.	<ul style="list-style-type: none"><li>Bid and permit recreation improvements.</li><li>Implement recreation improvements.</li></ul>
<b>Water Street North:</b> Narrowing Water Street from North Street to Illinois Street and increasing pedestrian accessibility and safety through a Riverwalk trail, on street bike improvements, and traffic calming measures.	<ul style="list-style-type: none"><li>Apply for RTP Grant for trail improvements on Water Street.</li></ul>
<b>Haeger Property Phase 1:</b> Acquisition and re-development of the Haeger Pottery property Phase 1.	<ul style="list-style-type: none"><li>Evaluate developer RFP responses.</li><li>Begin Master Plan for Haeger Property.</li></ul>

<b>Shoreline Improvements:</b> Restoration and maintenance of native plant ecosystems along the shoreline of the Fox River.	<ul style="list-style-type: none"><li>Continue regular invasive species removal, shoreline restoration, and native area management.</li></ul>
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## FY 2027 Priority Actions

Projects	Priority Items
<b>Water Street North:</b> Narrowing Water Street from North Street to Illinois Street and increasing pedestrian accessibility and safety through a Riverwalk trail, on street bike improvements, and traffic calming measures.	<ul style="list-style-type: none"><li>Design, engineer, and permit Water Street North improvements.</li><li>Bid and implement Water Street North improvements</li></ul>
<b>Haeger Property Phase 1:</b> Acquisition and re-development of the Haeger Pottery property Phase 1.	<ul style="list-style-type: none"><li>Apply for FY 28 OSLAD Grant for Phase 1 improvements.</li></ul>

<b>Shoreline Improvements:</b> Restoration and maintenance of native plant ecosystems along the shoreline of the Fox River.	<ul style="list-style-type: none"><li>Continue regular invasive species removal, shoreline restoration, and native area management.</li></ul>
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## FY 2028 Priority Actions

Projects	Priority Items
<b>Water Street North:</b> Narrowing Water Street from North Street to Illinois Street and increasing pedestrian accessibility and safety through a Riverwalk trail, on street bike improvements, and traffic calming measures.	<ul style="list-style-type: none"><li>Continue implementing Water Street North improvements.</li></ul>
<b>Haeger Property Phase 1:</b> Acquisition and re-development of the Haeger Pottery property Phase 1.	<ul style="list-style-type: none"><li>Begin design and engineering for Phase 1 improvements.</li></ul>

<b>Shoreline Improvements:</b> Restoration and maintenance of native plant ecosystems along the shoreline of the Fox River.	<ul style="list-style-type: none"><li>Continue regular invasive species removal, shoreline restoration, and native area management.</li></ul>
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# Implement

## FY 2029 Priority Actions

Projects	Priority Items
<b>Haeger Property Phase 1:</b> Acquisition and re-development of the Haeger Pottery property Phase 1.	<ul style="list-style-type: none"><li>Bid and permit Phase 1 improvements.</li><li>Implement Haeger Property Phase 1 improvements.</li></ul>

<b>Shoreline Improvements:</b> Restoration and maintenance of native plant ecosystems along the shoreline of the Fox River.	<ul style="list-style-type: none"><li>Continue regular invasive species removal, shoreline restoration, and native area management.</li></ul>
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## Long-Range Action Items

Projects	Priority Items
<b>Water Street South:</b> Festival street improvements and connection to Riverwalk Trail on Water Street, from Hill Street to Main Street.	<ul style="list-style-type: none"><li>Master plan Water Street South improvements.</li><li>Design and engineer Water Street South improvements.</li><li>Bid , permit, and implement Water Street South improvements.</li></ul>

<b>Haeger Property Phase 1:</b> Acquisition and re-development of the Haeger Pottery property Phase 1, including Phase 1 park space, road improvements, and building development.	<ul style="list-style-type: none"><li>Implement Haeger Property Phase 1 Improvements.</li></ul>
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<b>Haeger Property Phase 2:</b> Design and re-development of the Haeger Pottery property Phase 2, including Phase 2 park space and pedestrian bridge.	<ul style="list-style-type: none"><li>Apply for OSLAD Grant for Phase 2 improvements.</li><li>Design and engineer Phase 2 improvements pending award.</li><li>Bid, permit, and implement Phase 2 improvements.</li></ul>
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<b>Main Street Improvements:</b> Install traffic calming measures, signage, increase pedestrian walkways, and add beautification to Main Street corridor.	<ul style="list-style-type: none"><li>Plan, design, permit and implement streetscape improvements on Main Street</li></ul>
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<b>Shoreline Improvements:</b> Restoration and maintenance of native plant ecosystems along the shoreline of the Fox River.	<ul style="list-style-type: none"><li>Continue regular invasive species removal, shoreline restoration, and native area management.</li></ul>
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### Evaluate Key Properties for Acquisition as Opportunities Arise





## Appendices

<b>Appendix A:</b> East Dundee Riverfront Master Plan Inventory and Analysis Summary	<b>56</b>
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Memorandum

Date: March 2, 2023  
To: Philip Cotter, Village of East Dundee  
From: Lacey Lawrence, Hitchcock Design Group (HDG)

RE: East Dundee Riverfront Master Plan  
Inventory and Analysis Summary

Natural Resources

- Fox River
  - Recommend reaching out to Fox River Stakeholder Groups like; Fox River Study Group and Fox River Ecosystem Partnership and Friends of the Fox River as they have completed and/or sponsored various studies up and down the Fox River. (<https://foxriverecosystem.org/fox/> and <https://www.foxriverstudygroup.org/>)
  - (<http://www.friendsofthefox.org/>)Wetlands and Waters
  - Review Jelkes Creek - Fox River Watershed Action Plan
- Wetlands and Waters
  - Fox River and fringe wetlands
    - Wetland delineation recommended for the complete project area.
    - Field delineations are good for 5-years.
  - No other known mapped wetlands in project area
  - Review Kane County Wetland ADID for resources
- Floodplain and Floodway
  - The Project River reach is located in a Zone AE flood hazard area, meaning it is a studied area with Base Flood Elevation (BFE-100-year) information available. Per the FIRMs (17089C0156H, 17089C0157H, and 17089C0159H), the reach is in a regulated floodplain and floodway of the Fox River. Floodplain (100-year) elevations generally range from El. 720.4 to El. 718 along the project reach. Floodway width is generally ranges from about 280 feet wide to upwards of 470 feet wide along the project reach.
  - Jelkes Creek (a Tributary to the Fox River), also flows through a portion of the project area. Floodplain and floodway limits will also be regulated along this creek and will need to be respected within areas of the project.
  - Unnamed tributary north of IL 72 has mapped floodplain with no floodway. The primary channel runs under Village Hall with a mapped base flood elevation at that location. The floodplain is an unnumbered A zone east of this location (no base flood elevation determined).
- Threatened and Endangered Species
  - IDNR State-Listed Species – EcoCAT Review
    - River Redhorse (*Moxostoma carinatum*)

Planning  
Landscape Architecture

J:\Projects\The Village of East Dundee\Riverfront Master Plan\03 Research and Site Analysis\memo20230227\_EastDundee\_ANALYSISsummary\_12.docx



- Rusty-Patched Bumblebee (*Bombus affinis*)
    - Spike (*Elliptio dilatata*)
  - USFWS Federally-listed Species – IPAC Review
    - Northern Long-eared Bat (*Myotis septentrionalis*)
    - Monarch Butterfly (*Danaus plexippus*)
    - Rusty-Patched Bumble Bee (*Bombus affinis*)
    - Eastern Prairie Fringed Orchid (*Platanthera leucophaea*)
- Upstream/Downstream Dams
  - The Carpentersville Dam is located about 1.5 miles upstream of East Dundee. It is scheduled for removal in 2023-24. Impacts to the project reach are not anticipated to be impacted. The Elgin Dam is located approximately 4.8 miles downstream of East Dundee. East Dundee is not impacted by the reservoir pool associated with the Elgin Dam, and therefore the project reach should not be impacted by the Elgin Dam.

Cultural Resources

- History
  - First settled in 1834 by Jesse Newman, his wife and Joseph Russell.
  - At the raising of the Oatman’s House, a drawing was held to determine the person who would name the town.
    - Alexander Gardiner won and named the town Dundee after his hometown in Scotland.
  - East Dundee produced cheese and dairy historically.
  - Haeger Brick Company produced bricks to help Chicago after the Great Chicago Fire.
  - The Village of East Dundee was incorporated in 1887.
  - The former railroad has become the Fox River Trail  
The former train depot now is the Tourist Center.
- Demographics
  - Total population: 3,083
  - Households: 1,419
  - Median age: 49.0
    - Population is aging and decreasing slightly
  - Median income: \$80,916
    - Persons in poverty: 10.9%
    - Racial/ethnic profile in poverty:
      - 4.3% White
      - 96.8% Black or African American
      - 5.8% Asian
      - 5.1% Other
      - 21.4% Two or more
      - 4.7% non-Hispanic origin
      - 7.8% Hispanic origin
  - Race and Ethnicity:
    - 73.2% White Alone



- 5.7% Black or African American Alone
  - 0.6% American Indian
  - 2.1% Asian
  - 8.2% Other
  - 10.1% Two or more races
- Hispanic Origin: 19.2%
- Persons with Disability: 13.7%
  - Racial/ethnic profile of disabled persons
    - 15.9% White
    - 30.4 % Asian
    - 8.0 % Other
    - 8.3% Two or more
    - 16.3% non-Hispanic origin
    - 10.0% Hispanic origin
- Historic Register
  - Country Tea Room – National Register of Historic Places
  - Dundee Township Historical Society offers plaque program for individuals' homes and places of historical significance.
    - Must be at least 100 years old and have maintained the original appearance and materials.
- Historic District
  - Includes blocks from the waters edge, along Main Street, until Van Buren Street. North along River Street, and stops 2 blocks north of Barrington Ave.
- Downtown Business District
  - Includes downtown portion of East Dundee, from previous Haeger Brick Company parcel, north to North Street and from the water's edge, east to Van Buren Street.
  - Additional areas include parcels along Illinois Route 72 and Route 25
- Other Significant Sites
  - Library
    - Fox River Valley Public Library (555 Barrington Avenue, East Dundee, IL 60118)
  - Village Hall
    - Village of East Dundee (120 Barrington Ave, East Dundee, IL 60118)
  - Higher Education
    - National Louis University – Elgin
    - Judson University - Elgin
  - Malls
    - River Valley Square Shopping Center – East Dundee
    - Spring Hill Mall – West Dundee
  - Area Hotels
    - 124 Lofts Hotel (located in West Dundee, has closest proximity to East Dundee's downtown)



- Holiday Inn & Suites Chicago Northwest – Elgin
- Quality Inn Elgin I-90
- Sonesta Select Chicago Elgin

**Public Infrastructure**

- Highways
  - Illinois Route 72 (East Main Street) with a bridge crossing the Fox River
  - Illinois Route 68 (Penny Avenue) east of the study area
- Railways
  - Traffic signals at Illinois 72 and VanBuren Street, River Streets & IL 68.
- Airports
  - O'Hare Airport - closest commercial airport
- Bike Trails
  - Fox River Trail
  - Fox River pedestrian bridge at North Street
- Other Public Transportation
  - Pace Bus stops along Barrington Ave.
- Parks
  - William C. Bartels Park
  - Lions Park
  - Max Freeman Park
  - Dundee Township Park District Rakow Center
- Public Parking
  - Parking along River Street
  - Lots north and south of Railroad Street, along the Fox River Trail
- Land Use/Zoning
  - The majority of the riverfront is zoned as R-3 Single Family Residential. Properties bordering the southern extent of the study are currently zoned as M1 Limited Manufacturing.
  - Several of the properties along Main Street are zoned as either B1 Downtown Businesses or B2 Community Businesses.
- Ownership
  - Village purchased Haeger Brick Company property and adjacent west property.
  - Village currently owns properties on Main Street, between River Street and the Fox River as well as properties on River Street, between Hill Street and Jackson Street



**Financial Resources**

- TIF Districts
  - The majority of the riverfront and downtown properties included in the study are within the Downtown TIF (TIF #3).
- MFT Program
  - FY 2022-2023 MFT funding street improvements
  - IML estimates \$23.50 for MFT and \$17.70 per capita.
  - for transportation renewal funding for FY23

**Permitting**

- Local Municipality – East Dundee
  - Village Forestry Standards:
    - Trees planted on village-owned property must be of an acceptable species as designated in village codes. There are exceptions for tree species where the characteristic of the tree or landscape could be advantageous to the public.
    - Trees should be planted 15 feet minimum from driveways and alleys. At intersections, trees should be planted within the required sight distance as determined by the Village Engineer.
    - It is the responsibility of the permit holder during construction to protect all trees on the adjacent public right-of-way that may be affected, and fencing must encompass entire drip line.
  - Landscaping
    - Trees used in landscaping shall be a minimum of 3" caliper when installed.
    - Landscaping must be installed to avoid blocking critical sight lines.
  - Rules of Construction
    - Fiscal year begins on the first of May.
    - Operational hours for construction should occur between 7 A.M. and 8 P.M. Monday through Saturday or before 8 A.M. and 8 P.M. on Sunday if accompanied by loud noises.
- Wetland Delineation
  - Required for improvements located within 100ft of a wetland/waterway.
  - Delineate and determine floristic quality of aquatic resources for planning, permitting, and determining impacts, buffers, and required mitigation.
- Kane County Stormwater Management
  - Stormwater Management requirements for new development/impervious, as well as re-developed areas
  - Determine isolated wetlands/waters and associated buffer impacts.
  - Impacts to isolated wetlands/waters require mitigation.
- Kane-DuPage Soil and Water Conservation District
  - Review of soil erosion and sediment control plan and Stormwater Pollution Prevention Plan (SWPPP) for compliance with Illinois Urban Manual for all projects requiring a USACE permit IDNR OWR



- No net fill placed within the floodplain.
- Maintain existing elevations or lower in floodway.
- Hydrologic modeling for areas of proposed fill in floodway

- IDNR T&Es

- May require fish and mussel survey.
- Incidental Take Permit

- IDNR & OWR

- Determine flood hazard zone (Project reach currently mapped as Zone AE)
- Fox River is a Public Water of the State. Required to consider the associated regulations in Part 3704 (Regulation of Public Waters) and Part 3720 (Rules Establishing Horizontal and Vertical Clearances for Bridges Over the Fox River)
- No net fill placed within the floodplain.
- Must follow requirements in Part 3708 (Floodway Construction in Northeastern Illinois) and must be an Appropriate Use of the Floodway. Must demonstrate that the appropriate use will not reduce floodway conveyance or storage and will not increase velocities and flood heights. Appropriate Uses of the Floodway include:
  - Flood control structures, dikes, dams and other public works or private improvements relating to the control of drainage, flooding or erosion (Section 18g of the Act) or water quality or habitat for fish and wildlife (e.g. Section 3708.80(a)(3) and (4));
  - Structures or facilities relating to the use of, or requiring access to, the water or shoreline, such as pumping and treatment facilities, and facilities and improvements related to recreational boating, commercial shipping and other functionally dependent uses (Section 18g of the Act);
  - Storm and sanitary sewer outfalls;
  - Underground and overhead utilities;
  - Recreational facilities such as playing fields and trail systems including any related fencing built parallel to the direction of flood flows;
  - Detached Garages, storage sheds, or other non-habitable accessory structures to existing buildings that will not block flood flows. This does not include the construction or placement of any other new structures, (Section 18g of the Act) fill, building additions, buildings on stilts, fencing (including landscaping or plantings designed to act as a fence) and the storage of materials;
  - Bridges, culverts, roadways, sidewalks, railways, runways and taxiways and any modification thereto;
  - Parking lots built at or below existing grade where either:
    - The depth of flooding at the 100-year frequency flood event will not exceed 1.0 foot;
    - The parking lot is for short-term outdoor recreational use facilities where the applicant agrees to restrict access during overbank flooding events and agrees to accept liability for all damage caused by vehicular access during all overbank flooding events
  - Aircraft parking aprons built at or below ground elevation where the depth of flooding at the 100-year frequency flood event will not exceed 1.0 foot;



- Regulatory floodway regrading, without fill, to create a positive slope toward a watercourse;
  - Flood proofing activities to protect existing structures such as, but not limited to, constructing water tight window wells, and elevating;
  - The replacement, reconstruction, or repair of a damaged building, provided that the outside dimensions of the building are not increased, and provided that, if the building is damaged to 50% or more of the building's market value before it was damaged, the building will be protected from flooding to or above the 100-year frequency flood elevation; and
  - Modifications to an existing building that would not increase the enclosed floor area of the building below the 100-year frequency flood elevation, and which will not block flood flows including but not limited to, fireplaces, bay windows, decks, patios and second story additions.
- Hydrologic/Hydraulic modeling for areas of proposed fill in floodplain/floodway
- Proposed Development may require FEMA Map Revisions in the form of Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR)
- IEP NPDES
  - Stormwater pollution prevention plan (SWPPP)
  - Disturbance > 1 acre
- SHPO/IHPA
  - Determination of any impact to cultural sites/historic architecture
  - May require Phase 1 Archeological Report for undisturbed sites.
- USACE
  - Determine wetland/waters of the US impacts.
  - > 0.1acre of fill requires mitigation.
  - On-site mitigation/restoration opportunities to incorporate into projects.
  - Mitigation through purchase of wetland bank credits in Fox River Watershed in Kane County bank
  - Wetland/waters of the US buffer impacts require mitigation – can incorporate buffer restoration into projects.
  - Nationwide Permit (NWP)
    - For fill/ impacts less than 1.0 acres
    - Current NWP program is valid until March 2026
    - Water Quality Certification is generally included as part of the NWP approval.
  - Individual Permit
    - For fill/ impacts greater than 1 acre
    - Requires individual IEPA 404 Water Quality Certification
- IEPA 404 Water Quality Certification
  - Required for USACE Individual Permits Anti-degradation analysis and alternatives. Permit process can take up to 2 years.



- USFWS
  - May require threatened and endangered species or habitat surveys.
  - Project construction timelines may need to be adjusted for specific species. Tree and vegetation removals timed to avoid habitat impacts.

#### Local Planning Documents

- Comprehensive Mater Plan, 2010
  - Plan amendment to the 2002 plan, reprioritizes planning and zoning efforts with changing trends.
    - Village is developing plans for enhanced public transit to increase transportation options for residents and improve accessibility for those outside the community.
    - Development changes are now focused on commercial and employment use.
      - Positively affect tax revenue by stabilizing tax base and shifting tax burden to non-residential development
    - Conservation Zoning
      - Recognizes that McGraw Wildlife Foundation Property, Spring Creek Forest Preserve, and undeveloped flood plain areas along the Fox River should be preserved as open space.
      - Includes large vacant sites with existing or former natural resource extraction uses.
- Strategic Plan, 2019-2024
  - 5-year plan to become regionally known for entertainment and family friendly amenities.
    - 5 goals to accomplish:
      - Create a well-known, livable, walkable community
      - Financial stability and sustainability
      - Sustainable service delivery through staff support and development
      - Economic development
      - Sustainable infrastructure and IT
    - To create a walkable community:
      - The riverfront has been isolated from pedestrian access. The Village will emphasize utilizing the riverfront and developing its natural and recreational amenities.
        - The Fox River bike path, historic downtown, and riverfront must be completely integrated.
    - Aesthetic improvements and clear identity for the downtown as well as downtown development are a priority to grow the economy.
      - Façade Improvement Program
      - Redevelopment Agreements
- KLOA Traffic Study
  - Three (3) consecutive days of data collection



- Analyzed prevailing speed and need to reduce speed limit.
  - Volume of truck and cut through traffic.
  - Recommendations for measures that can be taken to improve traffic conditions.
- Dundee Township Park District Comprehensive Park Analysis Plan
  - The plan was developed to identify recreational needs in the community and provide recommendations for funding and implementation.
  - In East Dundee, the plan focused on developing a park master plan for Lions Park to reduce the parking and maintenance building.
- Kane County Forest Preserve Master Plan, 2020 Update
  - Goals set in the masterplan include:
    - Improve biodiversity across district lands
    - Evaluate and implement operations and maintenance efficiencies
    - Establish a capital maintenance management plan
    - Strengthen public relations and community outreach
    - Improve preserve access
    - Grow the foundation
    - Increase environmental education awareness and partnerships
    - Expand volunteer program
    - Develop and administer a safety, risk management and employee well-being program
    - Evaluate service levels and resource needs
    - Meet professional standards and liability aversion
  - Updated improvements in 2020 include:
    - Access to existing trails were reviewed.
      - Counters were installed on the Fox River Trail to evaluate use
    - Dam removal in Carpentersville is ongoing grant project through the IDNR
    - Nearby improvements include the Schweitzer Woods Forest Preserve march and woods restoration in West Dundee
- CMAP on to 2050
  - The Chicago Metropolitan Agency for Planning created a comprehensive plan to help communities address transportation, housing, economic, environmental, and quality of life issues.
    - 5 Main areas investigated:
      - Community – creating strategic and sustainable development by reinvesting in communities, creating walkable communities, and improving on natural resources.
      - Prosperity – by pursuing regional economic development, supporting regions traded clusters, align local economic development planning with regional goals
      - Environment – planning for climate resilience, protect and enhance aquatic systems, reduce flood risk to protect people and assets, conserve shared water supply, improve natural resources and integrate preservation into redevelopment and growth.



- Governance – using collaborative leadership to address regional challenges, encouraging partnerships, data driven investments
  - Mobility – make transit accessible and competitive, improve travel safety, improve resilience of transportation network for climate change and weather.
- Integrated Management Plan for the Fox River Watershed in Illinois
  - This plan was developed by people living in the watershed to develop methods to enhance the Fox River ecosystem and supposed the demands for natural resources. The plan has 16 key factors to achieve the vision. Each factor has listed benefits, costs, and recommendations to implement.
  - Recreation Strategies and Recommendations:
    - Enhance year-round land and water based recreation
    - Identify areas on shoreline for additional access to recreation
    - Prevent multi-use conflicts such as hiking and horse riding on one trail
      - Promote no wake restrictions near canoe launches
      - Have clear signage and pavement markings
    - Identify areas of passive recreation to preserve the river
    - Connect public lands through multi-use trails
  - Habitat Strategies and Recommendations
    - Develop comprehensive plan to identify and protect fish and wildlife
    - Protect and restore instream habitat
    - Improve riparian areas
    - Identify and restore areas with the highest restorability.
  - Land Use Strategies and Recommendations
    - Develop a map of existing and potential conservation lands within the Fox River watershed.
    - Promote sensible growth and development by ensuring that the map of potential conservation lands has sustained attention in the future throughout the watershed, through an organization created for this purpose.
    - Support land development and management practices that protect and conserve the biologic diversity and water resources within the Fox River watershed.
    - Protect, manage, or acquire quality natural resource areas including upland habitat, lakes, and wetlands throughout the watershed.
  - Water Quality Strategies and Recommendations
    - Formulate a watershed-wide database for water quality and fish data
    - Encourage proactive efforts to protect ground water, surface water, and sensitive recharge area, particularly preserving the drinking water supplies in the watershed.
    - Develop a Water Budget for the surface and ground water sources in the Fox River watershed and determine long-term water use goals
    - Promote public partnerships.
  - Stormwater Strategies and Recommendations
    - Reduce existing discharge rates of stormwater runoff from urban, developing and agricultural land uses.



- Develop new and innovative stormwater management practices to control runoff rates, quantity and quality at its origins.
    - Develop incentive packages for reduction of existing discharge rates.
    - Promote and implement non-structural (natural) stormwater management techniques to reduce streambed and streambank erosion and flooding.
    - Maintain, stabilize, enhance and restore the natural integrity to streams, creeks, and drainage ways in urban, developing and agricultural areas.
    - Form a Fox River Watershed Stormwater Management Committee
  - Education Strategies and Recommendations
    - Expand the network of groups/individuals interested in protecting the Fox River watershed so they can share information and other resources, and seek grants in partnership.
    - Develop a high quality information packet for the media with a map of the entire Fox River Watershed and use it, with consistent press releases, to establish and maintain rapport with a contact at each media outlet.
    - Establish a connection between urban, suburban, and rural populations in the Fox River Watershed by getting involved in existing outreach programs.
    - Collaborate with existing groups to sponsor a variety of watershed awareness events.
    - Encourage development of sub-watershed advocacy groups
    - Develop educational programs for stakeholders.
- Water Quality Trend Analysis for the Fox River Watershed: Stratton Dam to the Illinois River
  - This study analyzed biological nutrient levels and water quality within the Fox River watershed.
  - The trend found decreasing concentrations of most bio-nutrients, indicating improving water quality overall.
    - Water flowing downstream of the Algonquin testing station did show an increase in dissolved phosphorus and a decrease in dissolved oxygen.
  - The study's recommendation for future work to reduce water pollution was to follow best management practices as proposed in the Illinois Nutrient Loss Reduction Strategy.
- Fox River Study Group
  - The Fox River Study Group is a group of stakeholders using research to better enhance the ecology of the Fox River. The study group supports sustainable policies and development across the Fox River watershed.
    - Developed Fox River Implementation Plan
- Fox River Implementation Plan
  - This comprehensive master plan was developed by the Fox River Study Group to provide measures to address water quality impairments in the Fox River watershed.
  - Key items that may affect the East Dundee area include:
    - The removal of the Carpentersville Dam
      - Not expected to have any negative impacts
  - East Dundee has lower phosphorus levels compared to surrounding communities due to biological nutrient removal systems in their wastewater treatments.



#### Active Recreation Trends

- Worldwide Survey of Fitness Trends by American College of Sports Medicine, Health, and Fitness Journal
  - Functional fitness training was the #5 trend for 2019, 2020, and 2021.
  - Dropping from #2 in 2022 to #13 in 2023 is home exercise gyms.
  - Top fitness trends for 2023:
    - Wearable technology is the #1 trend for 2023.
    - Strength training with free weights ranked #4 for 2022.
    - Body weight training ranked #8 for 2022.
    - Fitness programs for older adults ranked #11 in 2022.
    - Functional fitness training ranked #14 for 2022.
    - For 2023 outdoor activities ranked #3.
    - High-intensity interval training (HIIT) remains at #7 for 2023.
    - Exercise for weight loss starting in 2016 began to move down the list to a low of #16 for 2021.
    - Employing certified fitness professions has remained a steady trend at #13 for both 2021 and 2022.
    - Personal training ranks #10 for 2023
  - Dropping out of the top 20 for 2023 were online live and on-demand exercise classes and online personal training.
  - New survey entries for 2023 were balance and stabilization training, stretch-based training, plyometric training, virtual reality exercise training, and medicine ball training.
  - Left off the survey in 2023 were low-cost and budget gyms, mind-body movement, boutique fitness studios, boot camp-style programs, post-COVID recovery programs, and blood flow restriction training.
- Sports, Fitness, and Leisure Activities, Topline Participation Report by Sports and Fitness Industry Association
  - Racquet sports had the largest gain in participation in 2022, increasing by 17.6% or around 8 million participants from 2021 with Pickleball leading the way with an 85.7% year to year growth.
  - Team sports' recovery has been driven by casual participants. Water sports and outdoor sports also showed similar participation rate increases to team sports in 2022.
  - The top two most participated sport categories for every generation were fitness and outdoor sports.
  - Team sports were heavily dominated by Gen Z and millennial generations. Fitness remains the only sports category where Gen Z participation is significantly less than the other generations.
  - For the first time since 2010, the number of inactive people-not participating in at least any of the sports/activities that SFIA tracks-in the U.S. dropped below 70 million people.
  - Total participation in aquatic exercise decreased by 4.6% over a 3-year period. Casual aquatic exercise (1-49 times) increased by 7.7%, while CORE aquatic exercise (50+ times in a year) decreased by 35.6%
  - Total participation in canoeing has increased by 5.95 over a 3-year period.





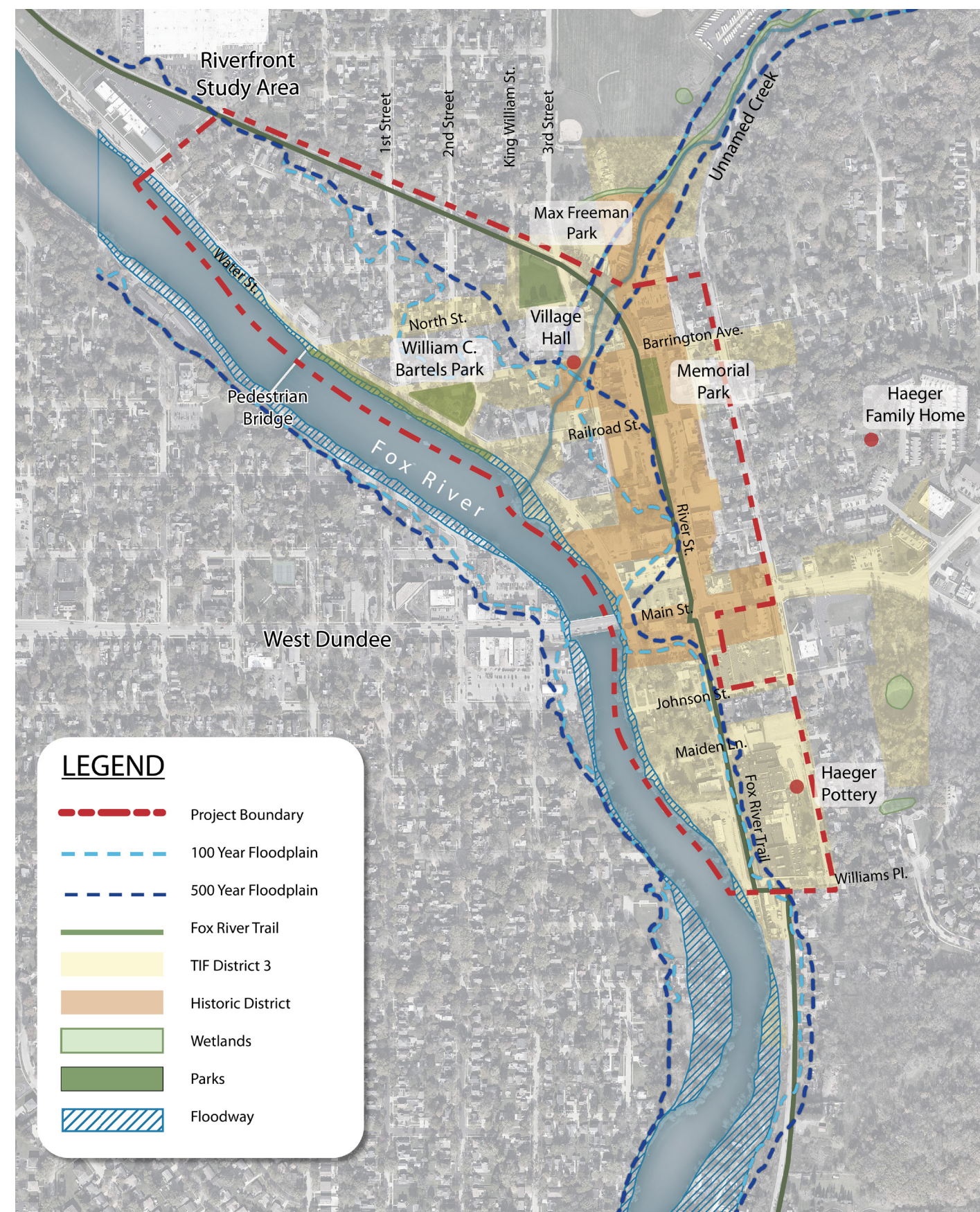
- Total participation in recreational kayaking has increased by 19.1% over a 3-year period.
- Total participation in whitewater kayaking has increased by 5.5% over a 3-year period.
- Total participation in rafting has increased by 4.5% over a 3-year period.
- Total participation in stand-up paddling has increased by 6.0% over a 3-year period.
- Even though inactivity decreased in all household's income levels in 2022, there is still a wide gap between the activity of the highest and lowest income levels. Income should not be a requirement to activity and our industry needs to do a better job of making activity more equitable.
- Almost 70% of Americans stated that they became more aware of the importance of being physically active since living through the COVID-19 pandemic. This sentiment was higher in females (70.3%) than males (65.9%)
- Participation in group fitness-based activities continued to struggle, but showed some signs of recovery. Boot camp style training, cardio kickboxing, and stationary cycling (group) all increased in participation in 2022, but are still significantly down from their 2019 numbers.
- Health club-based activities continued to struggle.
- Barre and Pilates showed solid participation increases in 2022, while yoga decreased for the first time in the last decade.
- Golf and tennis continue to maintain their momentum. Golf increased by 9.7% last year, while tennis increased by 4.3%. Both sports have grown over 20% since 2019.
- For the 5<sup>th</sup> straight year trail running and hiking (day) total participation increased.
- Camping, fishing, and bicycling activities recovered to 2020 participation levels after showing slight decreases in 2021.
- Outdoor Participation Trends Report by Outdoor Industry Association
  - Since the COVID pandemic began in early 2020 the outdoor participant base has increased 6.9%.
  - New outdoor participants are more diverse than the overall outdoor participant base.
  - High-frequency, or "core" participation", in outdoor recreation is declining.
    - A "Core" participant engages in outdoor recreation activities 51 times or more annually.
    - "Core" participation decreased from 71.9% of the total outdoor recreation participants to 58.7% in 2021.
  - The number of participants in outdoor recreation ages 55 years and older increased more than 14% since 2019. Ages 65 and older were in the fastest growing age category, with 16.9% growth since the pandemic began.
  - Since the COVID-19 pandemic was declared in March of 2020, the number of new and returning (lapsed) outdoor participants has increased 26%, the highest ever recorded.
  - The 2021 data indicates that participation in outdoor recreation retained momentum in 2021. This data indicates that outdoor recreation is "sticky:" once someone begins to participate, that are likely to continue to participate.
  - 6.8 million Americans, a record number, tried outdoor recreation for the first time in 2021.



- Overall, growth in outdoor recreation slowed in 2021 compared to 2019.
- Currently 72% of outdoor recreation participants are white. If the outdoor participant base does not become more diverse over the next thirty years, the percentage of outdoor recreation participants in the population could slip from 54% today to under 40% by 2060.
- If not addressed, the lack of diverse outdoor participation could lead to:
  - Significant revenue loss for businesses in the outdoor market
  - Less support for the conservation of public lands
- The number of females participating in outdoor recreation has increased by 20 million since 2015, and the number of males has increased by 19 million.
- The South Atlantic region (DE, FL, GA, MD, NC, SC, VA, WV, and DC) provides the largest share of outdoor recreation participants by region with 20.1% of all participants.
- The participation rate for households with children has trended up for more than five years. Typically, families participate at significantly higher rates than adults with no children.
- The average personal income of outdoor participants is \$70,635, about \$10,000 more than the average for all Americans.
- In the U.S., highly educated persons are more likely to participate in outdoor recreation.
- Participation in outdoor recreation starts close to home. Local neighborhood parks, playground, and city parks are the most popular venues for outdoor outings.
- Younger kids are more active in the outdoors than teens and adults regardless of ethnicity/race.
- Core participants have slightly higher income levels than the broader Outdoor participant base.
- Over a two-year period recreational kayaking increased by 17.3%
- Over a two-year period white water kayaking increased by 1.6%
- Over a two-year period stand up paddling increased by 5%
- Over a 2-year period freshwater and fishing other than saltwater increased by 4.3%



Appendix B:



Appendix C:



Memorandum

Date: May 31, 2023  
To: Philip Cotter, Village of East Dundee  
From: Hitchcock Design Group (HDG)

RE: **East Dundee Riverfront Master Plan  
Stakeholder Interview Summary**

**Overview**  
Three separate stakeholder group discussions were conducted with a total of seven (7) participants. Participants were informed of the project background then asked a series of questions related to what should be of focus for the East Dundee Riverfront Master Plan. The comments from each group were compiled and a summary of responses for each question are provided below.

- Stakeholders**
1. Village of West Dundee
  2. Friends of the Fox River
  3. Fox River Study Group
  4. Northern Kane County Chamber
  5. Immanuel Lutheran Church and School
  6. Residents along the riverfront

- Common themes and topics discussed:**
1. What are the main issues that need to be addressed during the project? (i.e., safety, capacity, aesthetics, service, hospitality, etc.)
    - Multiple stakeholders noted improved accessibility to the river is needed including a connection to Fox River Trail.
    - Public parking near the river for events and access
    - Impact on the river and water quality with development
    - Maintenance of river's edge and maintenance of habitat
    - Safety for pedestrians on Water Street due to high speeds and truck traffic
    - Bringing people to the river and providing spaces for various arts
    - Naturalize as much as possible and maintain aquatic habitat.
    - Avoid naturalization to prevent damage costs with the river flooding.
    - Create an identity with aspects that couldn't be anywhere else besides a riverfront.
  2. What are the key elements that should be addressed during the project? (i.e., utilities, lighting, paving, circulation, furnishings, etc.)
    - Circulation and accessible paving should be addressed.
    - Utility analysis may be needed with flooding that's occurred.
    - Stakeholders noted lighting should be dim and is disruptive to wildlife.
    - Buildings and businesses along the river are an issue and cannot keep businesses in
      - Stakeholder suggested purchasing and re-using the land to naturalize.

Planning  
Landscape Architecture

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- Building on south of Main Street, along the river was suggested to be repurposed as a boat rental or river education museum, other stakeholders liked the idea of the museum.
  - State-of-the-art green infrastructure
3. Are there specific project aspects that need attention? (i.e., specific geographic area improvements, specific materials, specific problems, etc.)
- Parking near the river would be nice but space is a challenge.
  - Haeger property would be ideal location for businesses and restaurants for people to stop at off of the bike path.
  - Pedestrian river crossings south of 72
  - Coordination with West Dundee’s improvements
4. What are the important cultural or historical facts about the community or project area?
- People are loyal to Haeger family name and properties.
  - Opportunity to incorporate history such as with a history walk.
  - Suggested to connect with Dundee Township Historical Society
  - Haeger property could be space for extending events downtown.
5. What other communities/ projects are models for this initiative?
- West Dundee’s riverwalk
  - Naperville’s riverwalk
  - Any town that has an activity on the river that would require people to come to that town in order to participate in that amenity.
  - West Dundee was also noted to be too built up with too much pavement by stakeholders.
6. What ideas does the interviewee have that would help achieve the plan? (i.e., actions, policies, innovations, fund raising ideas, etc.)
- Work cooperatively through civic events or projects with West Dundee
  - Chamber will help advise municipalities with any plan and can spread the word.
  - Capitalize on events and spread the word at events.
  - Be open and honest with community members about the master plan.
7. What are the major challenges to achieving the project goals? (i.e., jurisdictional regulations, property ownership, politics, funding, etc.)
- Funding was mentioned by several stakeholders as an issue and was noted that the plan could be phased out and partially covered through grants.
  - Maintenance costs of improvements over time can be an issue.
  - Politics could be an issue.
  - Limited space along the river.
  - Multiple stakeholders noted the private properties and residential houses on the riverfront may be an issue.
8. What elements will make this project successful?
- Bike path is very used, would be good to connect to.



- More shops and more reasons to visit more often.
  - Several stakeholders noted the river is very underutilized.
  - Area of boat rental/ launch, removal of dam may increase traffic on the river.
9. What could you do to help the Village implement the Master Plan? (i.e., advocacy, outreach, education, financial, etc.)
- West Dundee would like to partner and come up with mutual benefits.
  - The Northern Kane County Chamber would be happy to help with outreach, advocacy, and education.
  - Immanuel Lutheran Church is open to holding meetings in the fellowship hall for gathering input.
  - Fox River Study Group can partner and help with public education. The group is looking for projects to highlight as state of the art.

**Additional Comments**

- Stakeholder suggested a park or residential space on the Haeger Pottery property.



Memorandum

Date: May 31, 2023  
To: Philip Cotter, Village of East Dundee  
From: Hitchcock Design Group (HDG)

RE: East Dundee Riverfront Master Plan  
Online Survey Summary

Survey Responses:

A total of 314 responses were received for the online survey between April 13th and May 22nd.

- 88% of respondents are familiar with or very familiar with the Riverfront study area.
  - 59% residents of East Dundee
  - 35% live in an adjacent community
- Most respondents (60%) are from households with two or more adults and no children, 27% of households have one or more adults with children under the age of 18.
- The median age of respondents (42%) is 51 to 69 years and 37% age 35 to 59 years.
- Most respondents are somewhat satisfied with the current infrastructure and personal comfort/maintenance within DOWNTOWN and along the RIVERFRONT.
  - 51% very satisfied with personal safety and security in downtown
  - 52% very satisfied with bicycle facilities along the riverfront and 49% in downtown
  - 46% not satisfied with public parking available near the riverfront
  - 35% not satisfied with riverbank and river (water) access near the riverfront
- 51% of respondents view the riverfront as close to but not a part of downtown.
- 76% of respondents view the riverfront as very important to East Dundee’s identity.
- 57% of respondents visit East Dundee several times a month.
  - 91% frequent a restaurant, club or bar
  - 73% bike or walk along the Fox River Trail
  - 71% attend a special event
- 50% of respondents visit a park along the riverfront more than 4 times a year.
  - 69% walk to or along the riverfront
  - 50% walk, run or bike
  - 45% observe nature
- 71% of respondents currently walk, run or ride bikes outdoors frequently.
  - 78% neighborhood paths, 68% paths in East Dundee



- 17% of respondents currently participate in water-based recreation often.
  - 53% on the Fox River, in or near East Dundee
  - 66% participate in kayaking and 48% fishing
- 92% of respondents believe the Village should improve the riverfront in East Dundee.
  - 82% protect/preserve the river’s ecosystem
  - 81% provide residents with more to do
  - 79% further connect the downtown to the riverfront
  - 77% improve the image of the area
- 70% of respondents would be very likely to use the riverfront if it were improved.
- 64% of respondents would support the Village allocating finances for improvements.

Possible improvements include:

- 76% would like to see more native landscaping/shoreline stabilization and 61% more ornamental landscaping/beautification
- 66% would like to see more seating available along the riverfront
- 65% would like to see better riverbank access and 53% better river (water) access
- 61% would like to see removal of invasive and non-native vegetation
- 55% would like to see public restrooms

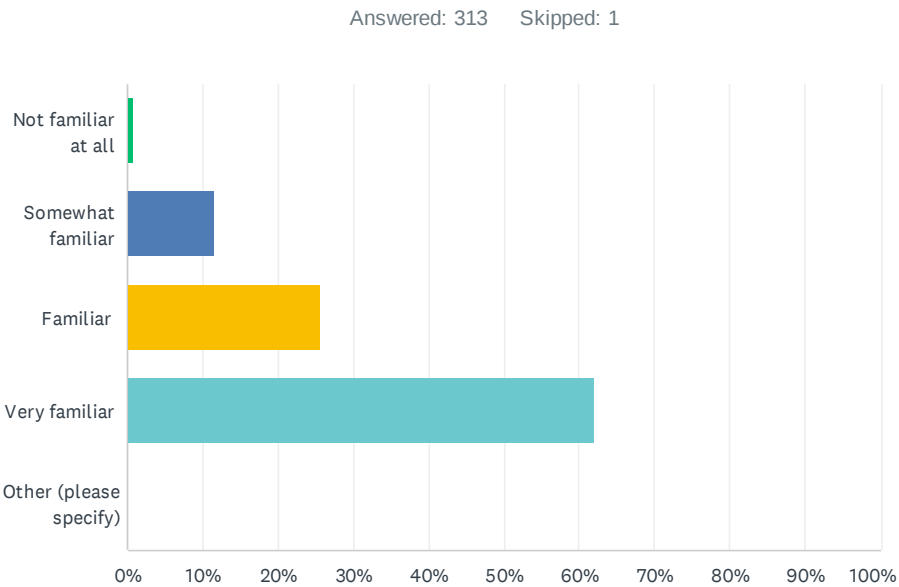
Other improvements suggested include:

- Accessible/assisted canoe/kayak launch
- Kayak/canoe/paddleboard rentals
- Wildlife/nature viewing and protection
- ADA accessible site amenities
- Gathering spaces/picnic shelters
- Wayfinding signage
- Environmental education signage
- Site furnishings: benches, picnic tables, trash cans, bike racks
- Riverfront dinning/restaurants/food trucks
- Special events along the riverfront: music, festivals, farmers market, art/craft fairs
- Improved walking path
- Pathway lighting
- Improved pedestrian safety with wider paths, additional buffer from Water Street, and safe pedestrian crossing of Water Street
- Dog park
- More parking
- Public art/sculpture
- Community garden
- Mini golf
- Skate park/pump track
- More parks and open space



Appendix E:

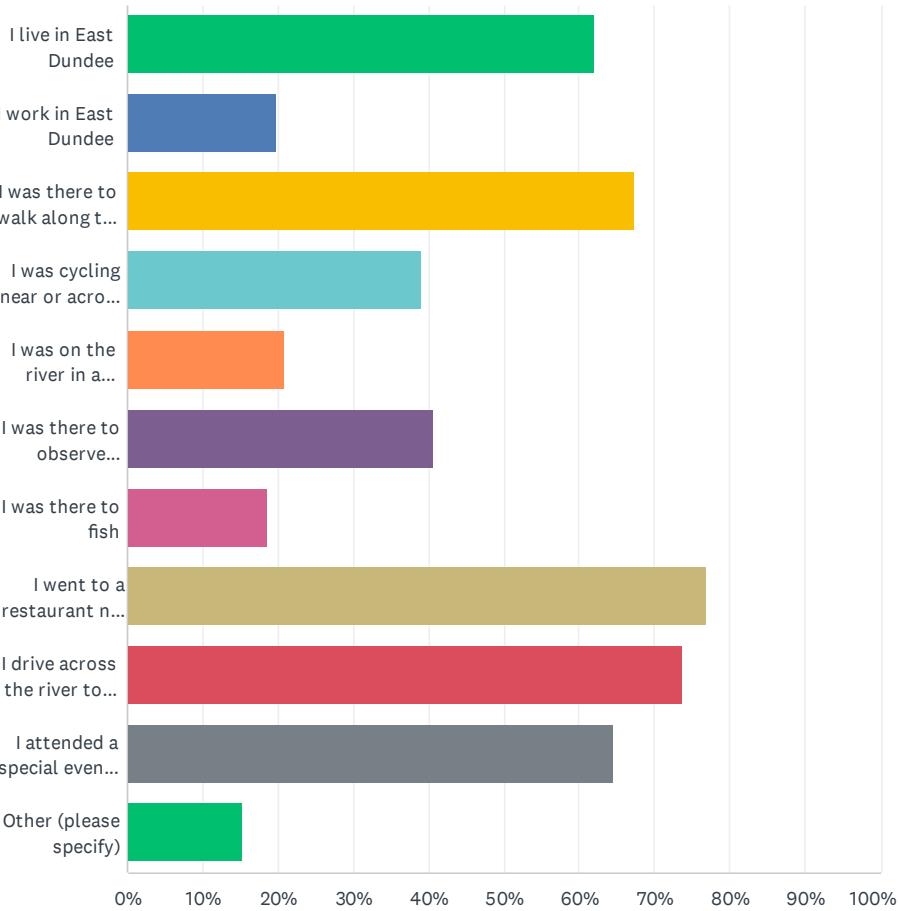
Q1 How familiar are you with East Dundee's Riverfront or other destinations within the riverfront study area? (see map below)



ANSWER CHOICES	RESPONSES	
Not familiar at all	0.96%	3
Somewhat familiar	11.50%	36
Familiar	25.56%	80
Very familiar	61.98%	194
Other (please specify)	0.00%	0
TOTAL		313

Q2 If you answered "Familiar" or Very familiar", please check as many points below as apply:

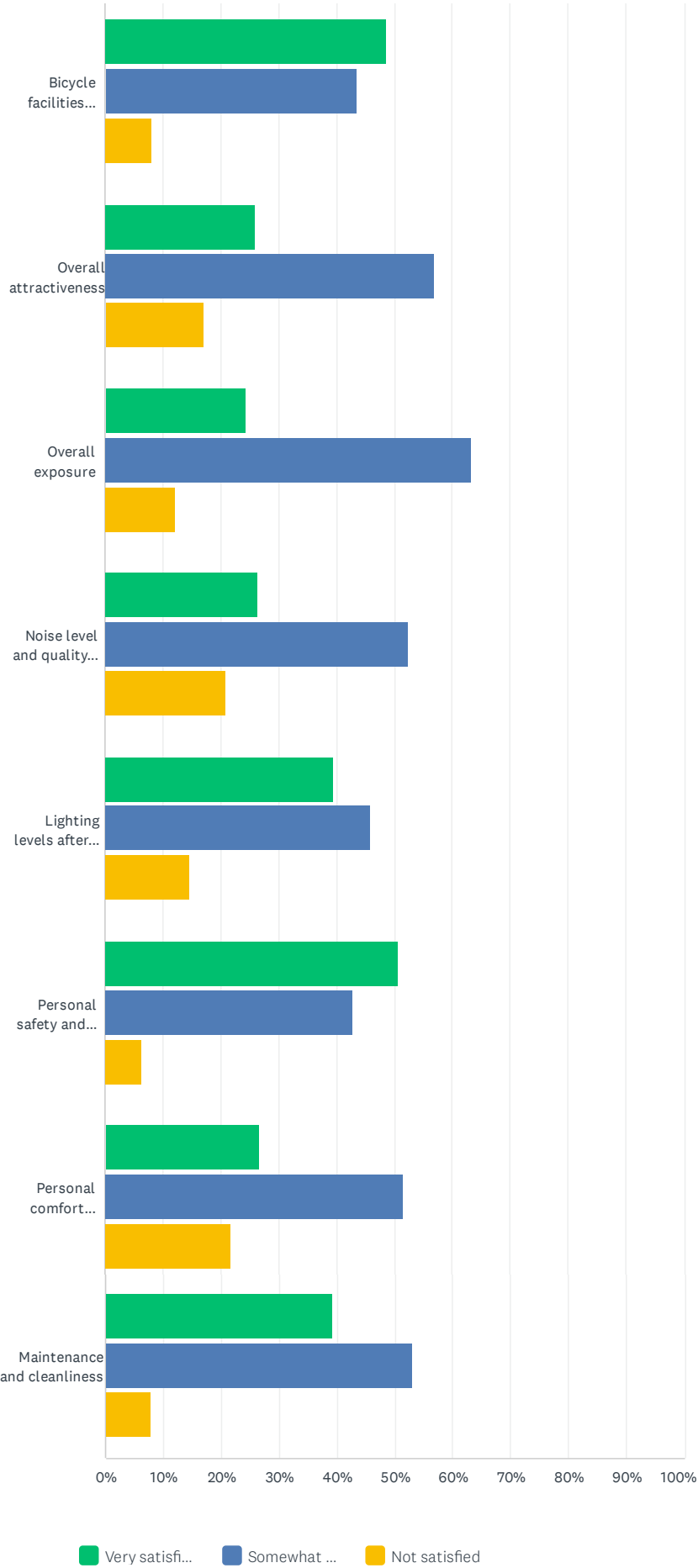
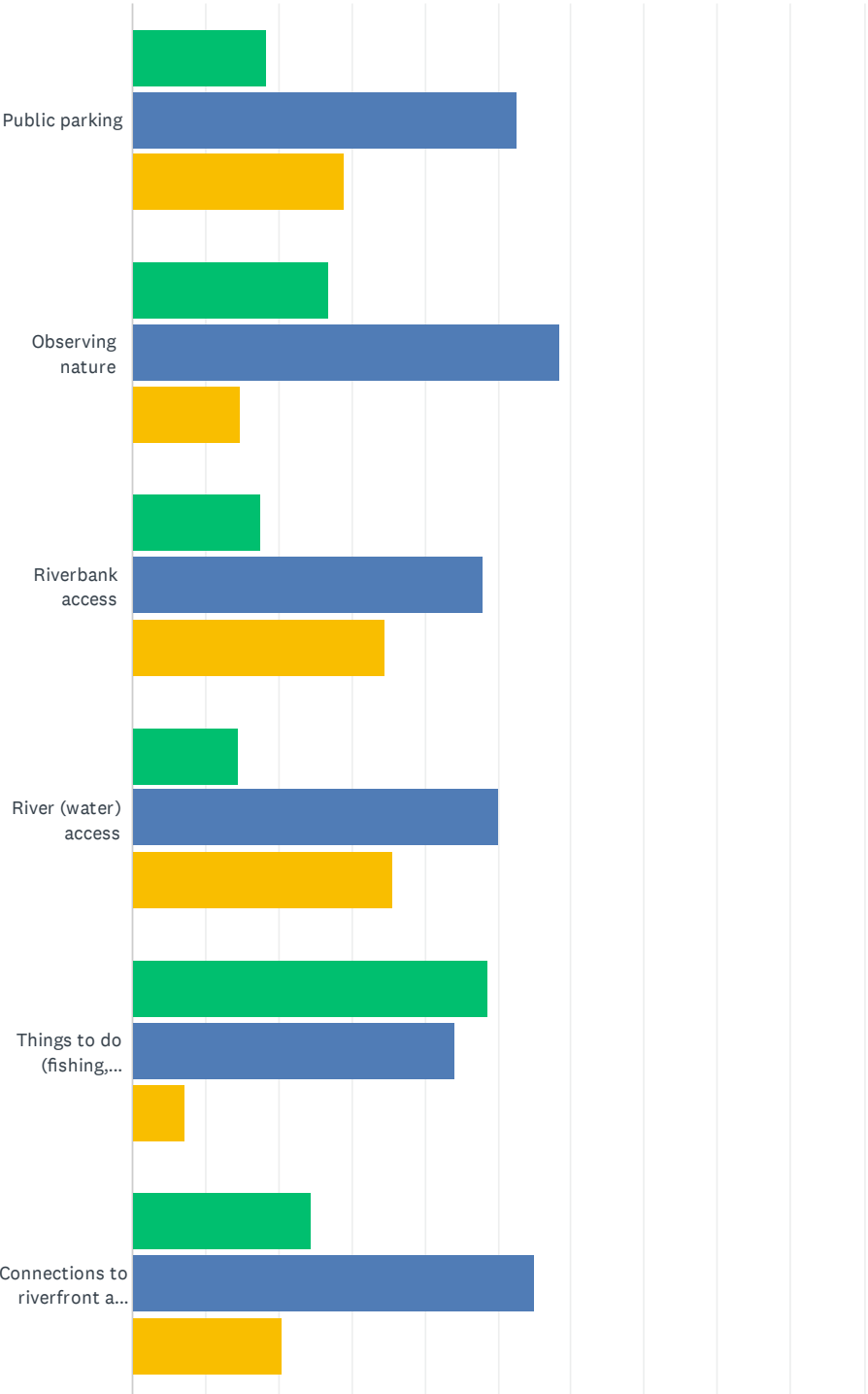
Answered: 221   Skipped: 93



ANSWER CHOICES	RESPONSES	
I live in East Dundee	61.99%	137
I work in East Dundee	19.91%	44
I was there to walk along the riverwalk trails	67.42%	149
I was cycling near or across the river	38.91%	86
I was on the river in a kayak, canoe, or other watercraft	20.81%	46
I was there to observe wildlife in and along the river	40.72%	90
I was there to fish	18.55%	41
I went to a restaurant near the river	76.92%	170
I drive across the river to and from downtown	73.76%	163
I attended a special event along the river	64.71%	143
Other (please specify)	15.38%	34
Total Respondents: 221		

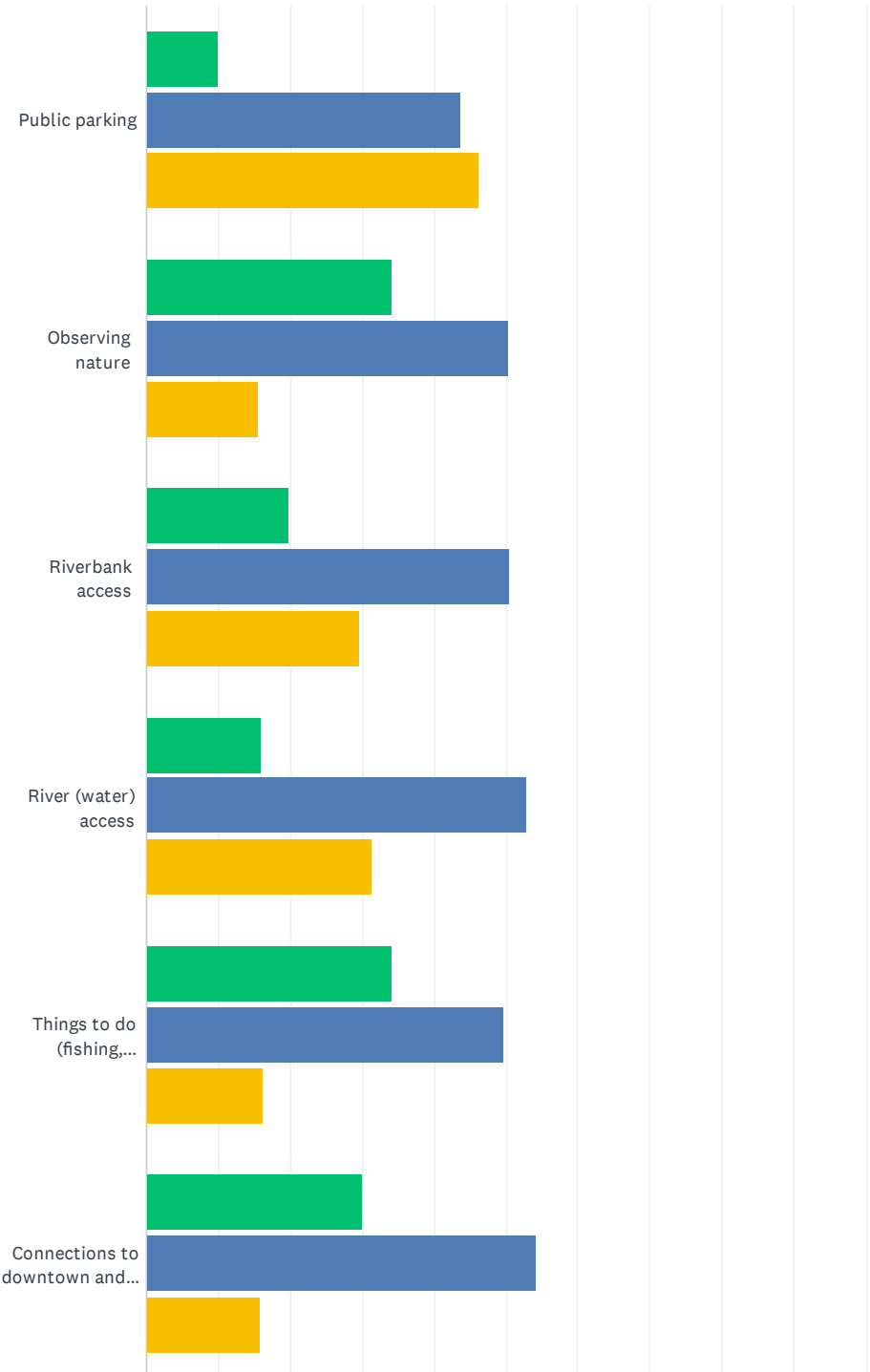
Q3 If you answered "Familiar" or Very familiar" on Question 1, please rate your satisfaction with the following with East Dundee's DOWNTOWN:

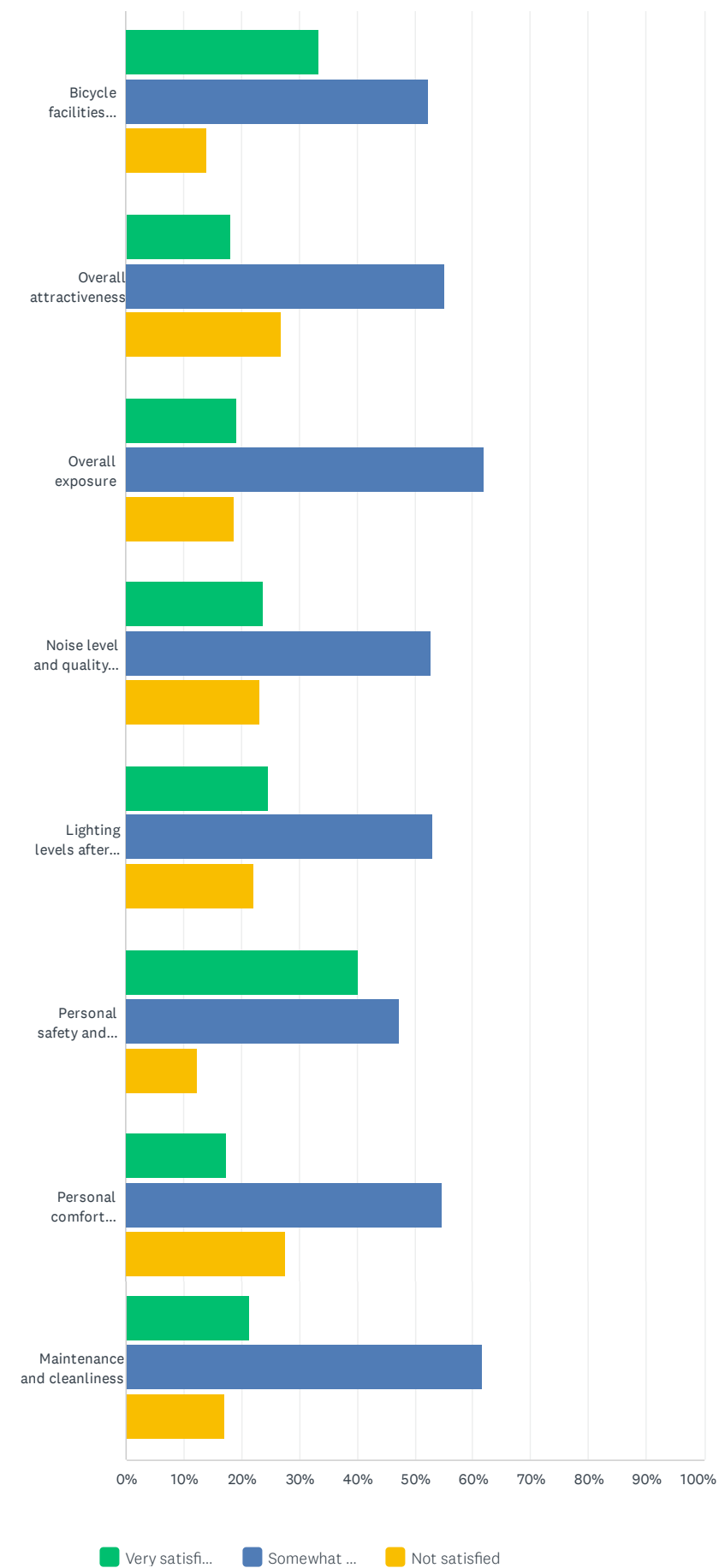
Answered: 219   Skipped: 95



Q4 If you answered "Familiar" or Very familiar" on Question 1, please rate your satisfaction with the following with East Dundee's RIVERFRONT:

Answered: 202   Skipped: 112

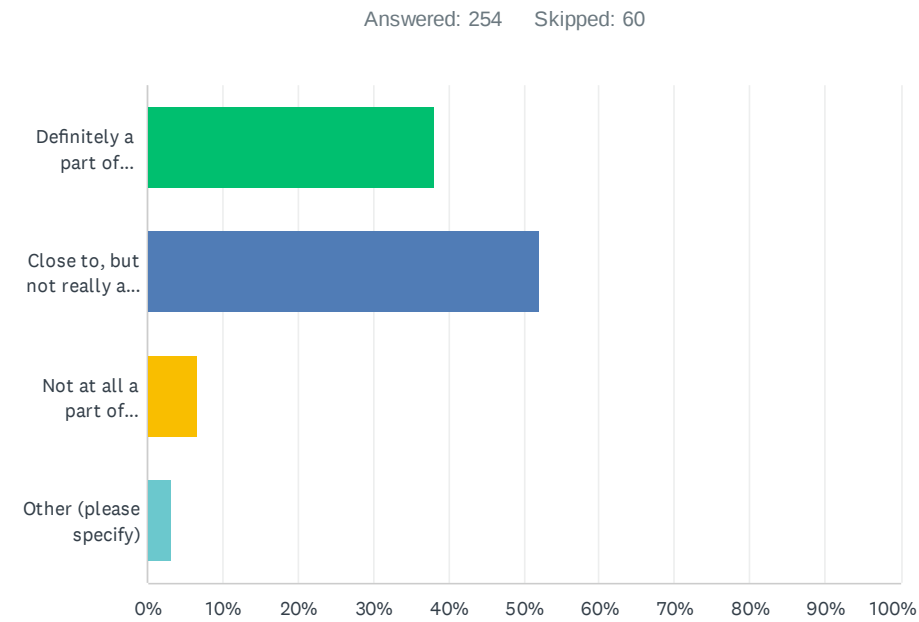




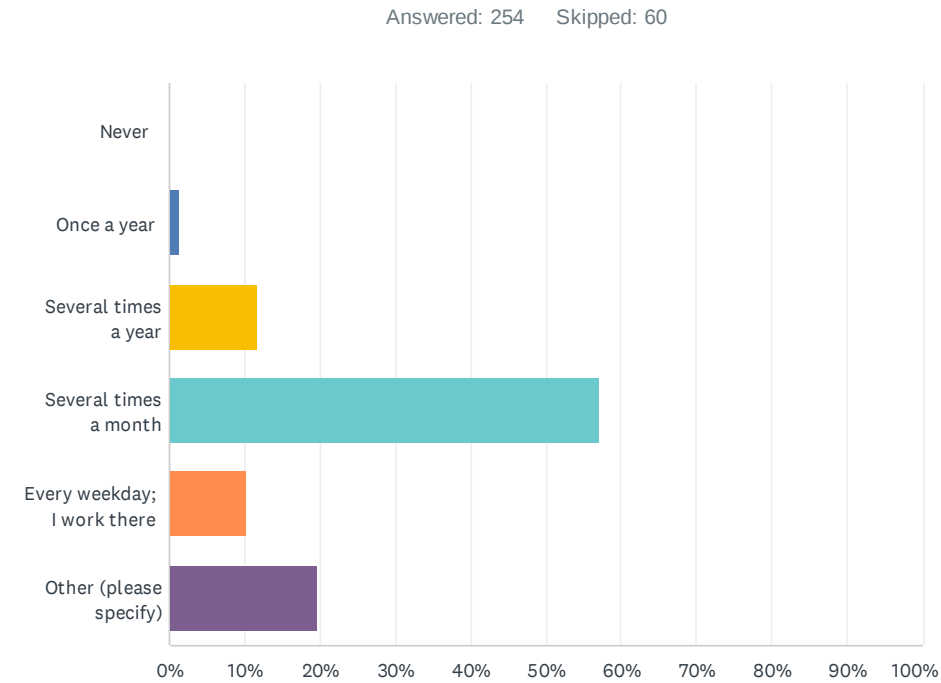
	VERY SATISFIED	SOMEWHAT SATISFIED	NOT SATISFIED	TOTAL	WEIGHTED AVERAGE
Public parking	9.95% 20	43.78% 88	46.27% 93	201	2.36
Observing nature	34.17% 68	50.25% 100	15.58% 31	199	1.81
Riverbank access	19.90% 39	50.51% 99	29.59% 58	196	2.10
River (water) access	15.90% 31	52.82% 103	31.28% 61	195	2.15
Things to do (fishing, cycling, playing, attending events, eating/drinking, walking, etc.)	34.01% 67	49.75% 98	16.24% 32	197	1.82
Connections to downtown and other nearby destinations	30.10% 59	54.08% 106	15.82% 31	196	1.86
Bicycle facilities (trails, parking, maps, etc.)	33.51% 64	52.36% 100	14.14% 27	191	1.81
Overall attractiveness	18.04% 35	55.15% 107	26.80% 52	194	2.09
Overall exposure	19.27% 37	61.98% 119	18.75% 36	192	1.99
Noise level and quality (water, vehicles, etc.)	23.83% 46	52.85% 102	23.32% 45	193	1.99
Lighting levels after sunset	24.74% 48	53.09% 103	22.16% 43	194	1.97
Personal safety and security	40.21% 78	47.42% 92	12.37% 24	194	1.72
Personal comfort (appearance, seating, directional information, restrooms)	17.44% 34	54.87% 107	27.69% 54	195	2.10
Maintenance and cleanliness	21.24% 41	61.66% 119	17.10% 33	193	1.96



Q5 Do you think of the riverfront study area as being part of, or close to the downtown?

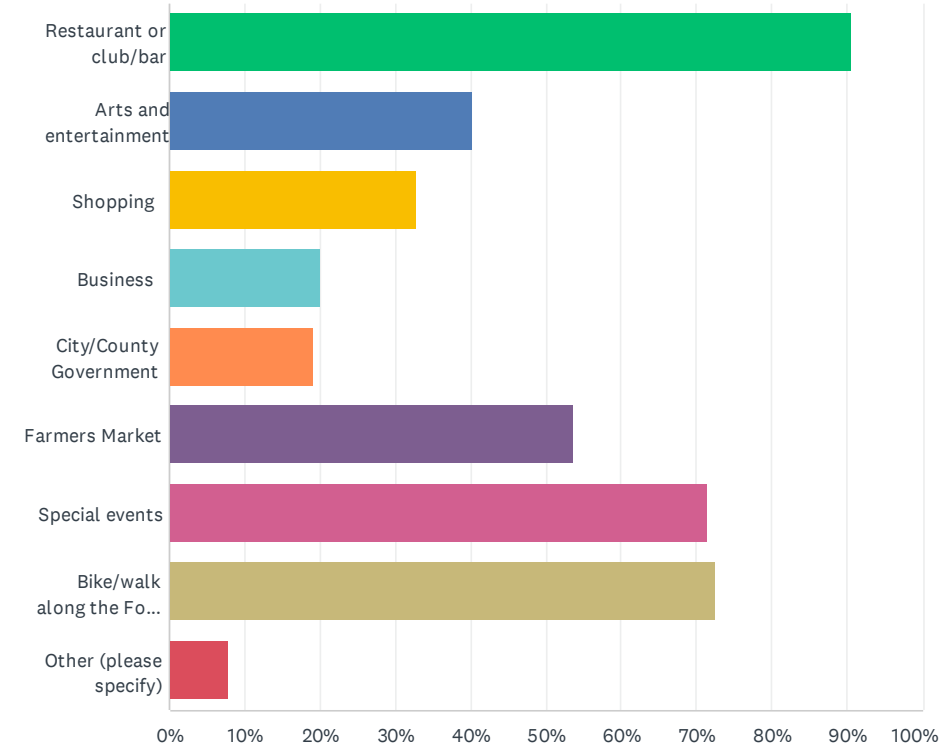


Q6 How often do you go to downtown East Dundee?



Q7 If you go downtown, why do you go? (Check all that apply.)

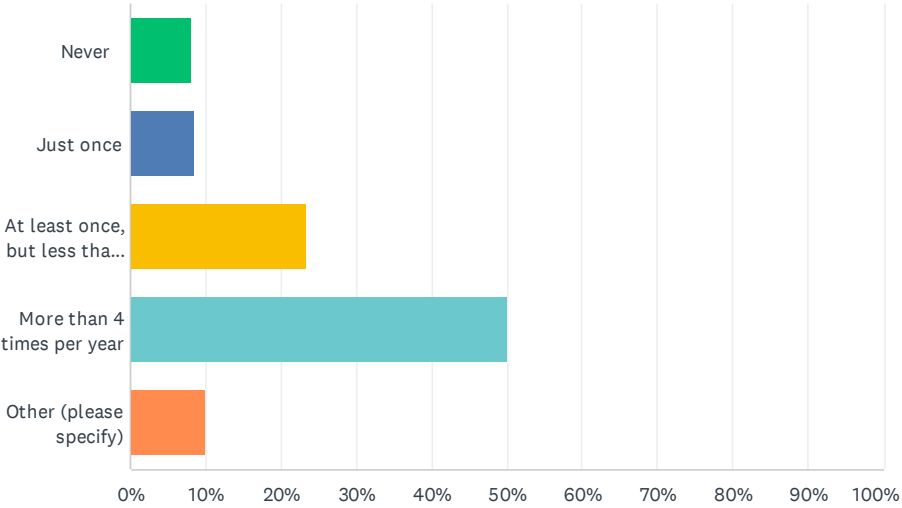
Answered: 255 Skipped: 59



ANSWER CHOICES	RESPONSES	
Restaurant or club/bar	90.59%	231
Arts and entertainment	40.39%	103
Shopping	32.94%	84
Business	20.00%	51
City/County Government	19.22%	49
Farmers Market	53.73%	137
Special events	71.37%	182
Bike/walk along the Fox River Trail	72.55%	185
Other (please specify)	7.84%	20
Total Respondents: 255		

Q8 Have you been to the riverfront park within the study area? (see map below)

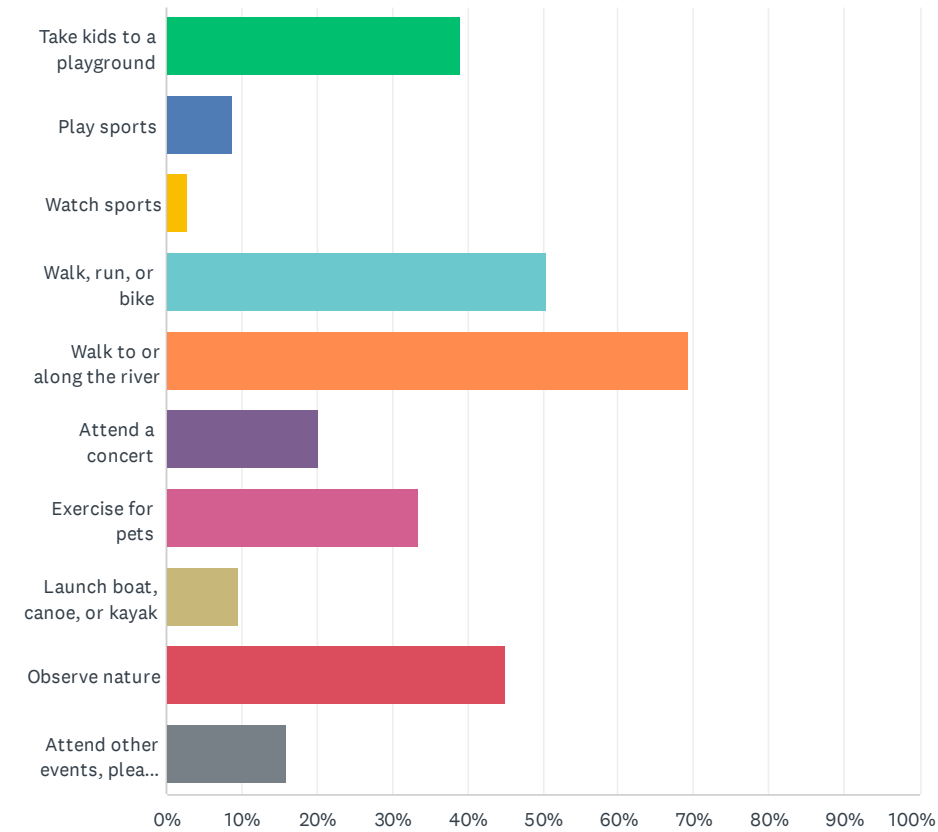
Answered: 248 Skipped: 66



ANSWER CHOICES	RESPONSES	
Never	8.06%	20
Just once	8.47%	21
At least once, but less than 4 times per year	23.39%	58
More than 4 times per year	50.00%	124
Other (please specify)	10.08%	25
TOTAL		248

Q9 If you've been to the riverfront park within the study area, what have you done at the park? Please check all that apply.

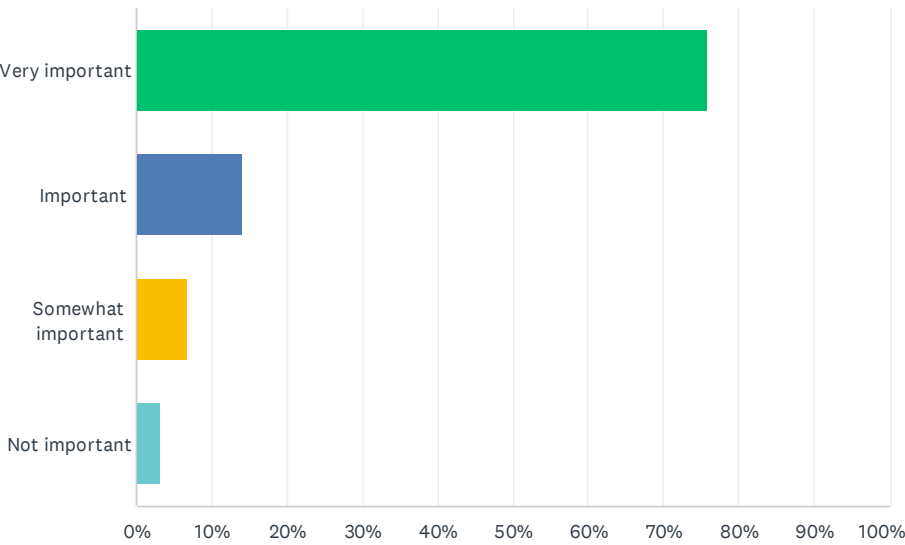
Answered: 218 Skipped: 96



ANSWER CHOICES	RESPONSES	
Take kids to a playground	38.99%	85
Play sports	8.72%	19
Watch sports	2.75%	6
Walk, run, or bike	50.46%	110
Walk to or along the river	69.27%	151
Attend a concert	20.18%	44
Exercise for pets	33.49%	73
Launch boat, canoe, or kayak	9.63%	21
Observe nature	44.95%	98
Attend other events, please list:	16.06%	35
Total Respondents: 218		

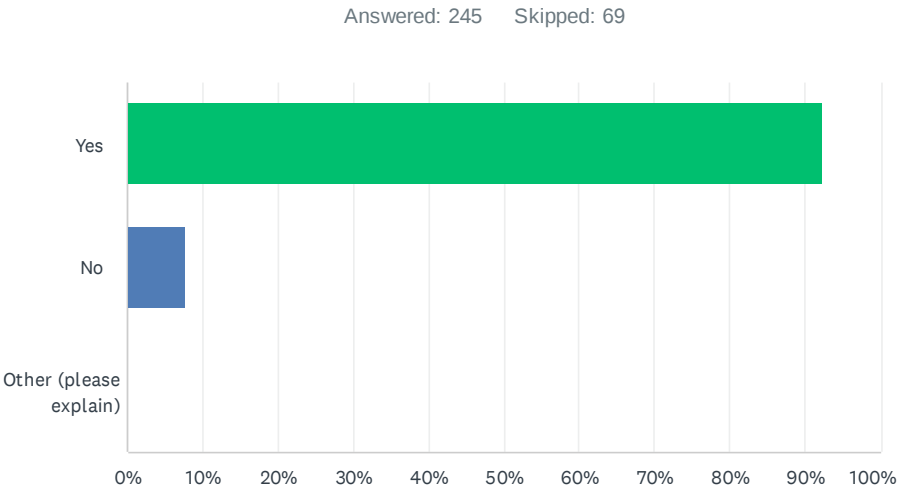
Q10 How important is the river to East Dundee's identity?

Answered: 248 Skipped: 66



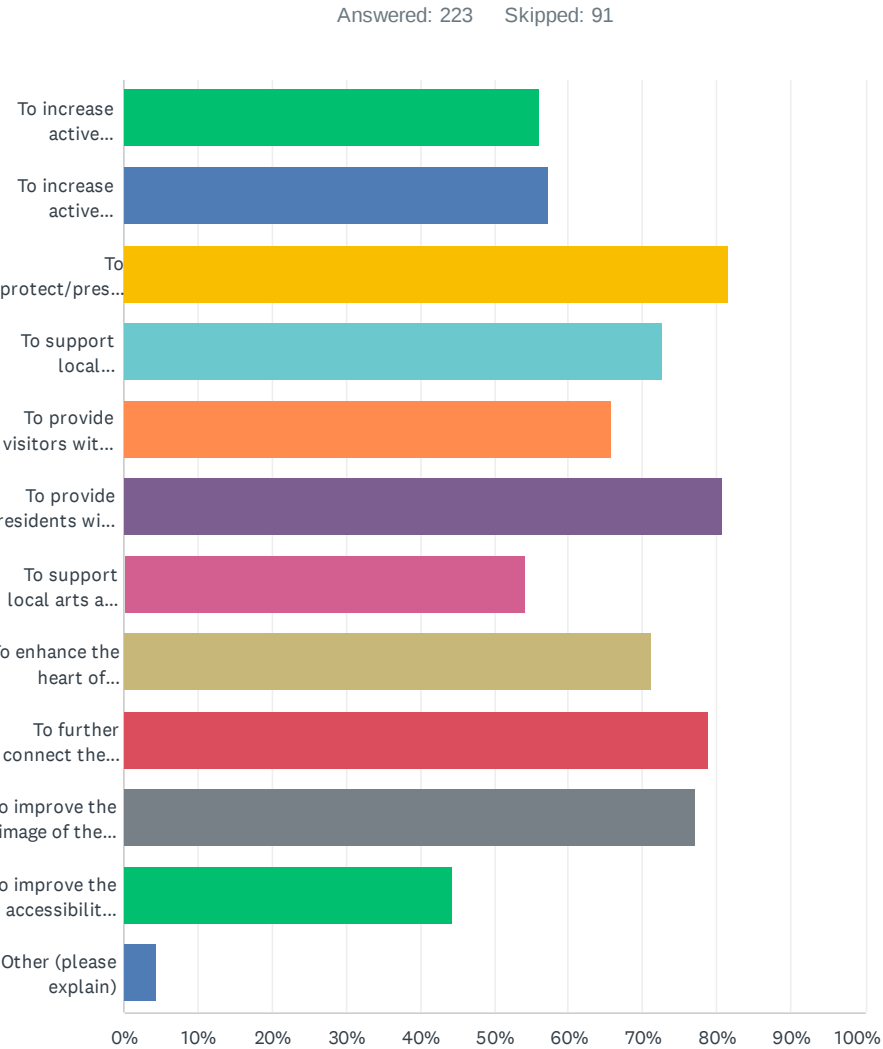
ANSWER CHOICES	RESPONSES	
Very important	75.81%	188
Important	14.11%	35
Somewhat important	6.85%	17
Not important	3.23%	8
TOTAL		248

Q11 Should the Village of East Dundee improve and enhance the river and/or the riverfront experience through East Dundee?



ANSWER CHOICES	RESPONSES	
Yes	92.24%	226
No	7.76%	19
Other (please explain)	0.00%	0
TOTAL		245

Q12 If you answered "yes", please tell us why the river and/or riverfront should be enhanced. Check all that apply.

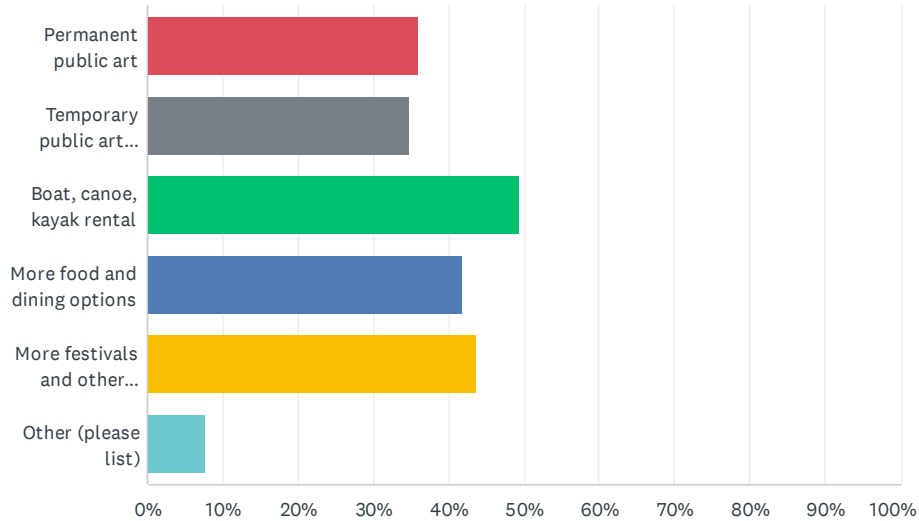
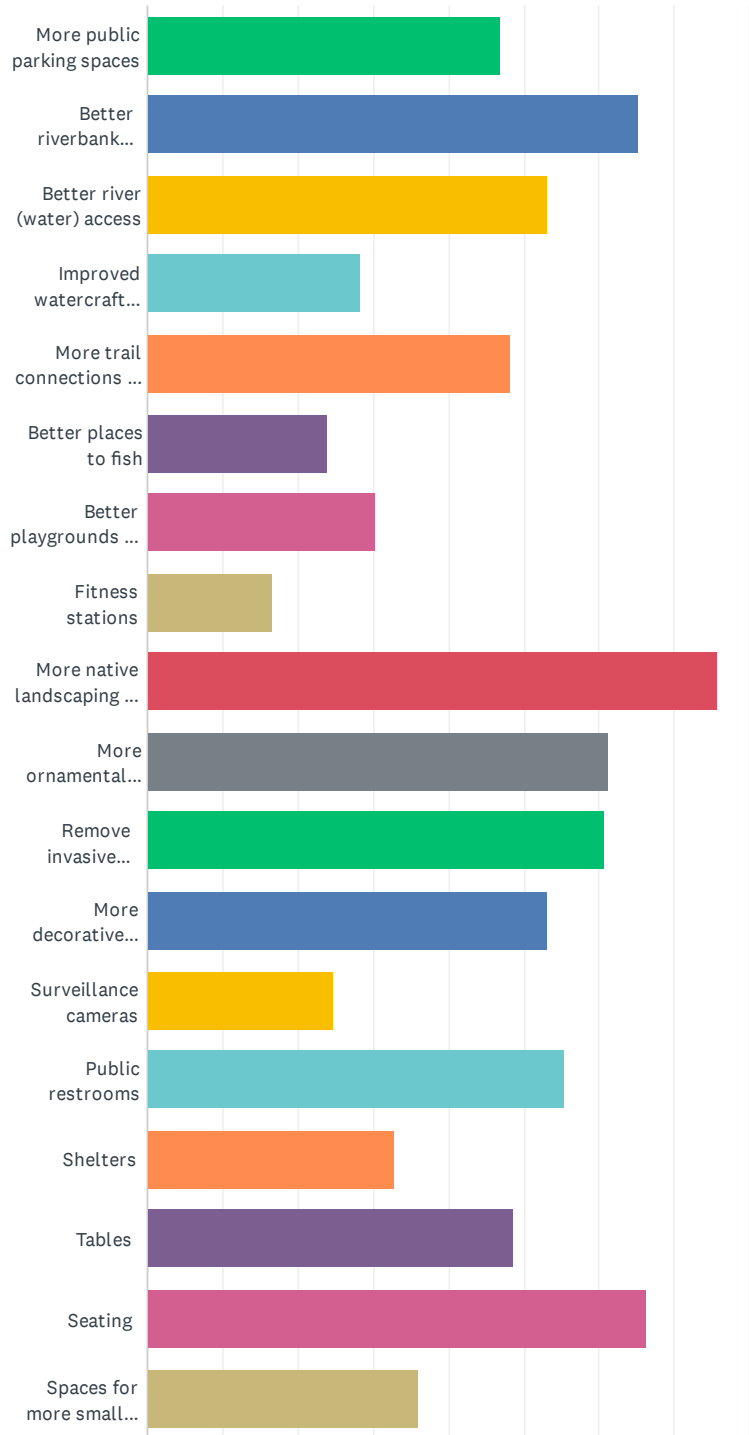


ANSWER CHOICES	RESPONSES	
To increase active water-based recreation	56.05%	125
To increase active land-based recreation	57.40%	128
To protect/preserve the river's ecosystem	81.61%	182
To support local businesses and the local economy	72.65%	162
To provide visitors with more to do	65.92%	147
To provide residents with more to do	80.72%	180
To support local arts and culture	54.26%	121
To enhance the heart of downtown	71.30%	159
To further connect the downtown and riverfront	78.92%	176
To improve the image of the area	77.13%	172
To improve the accessibility of the area	44.39%	99
Other (please explain)	4.48%	10
Total Respondents: 223		



Q13 If you answered "yes", please tell us what improvements will enhance the Fox River and/or the East Dundee Riverfront? Check all that apply.

Answered: 222    Skipped: 92



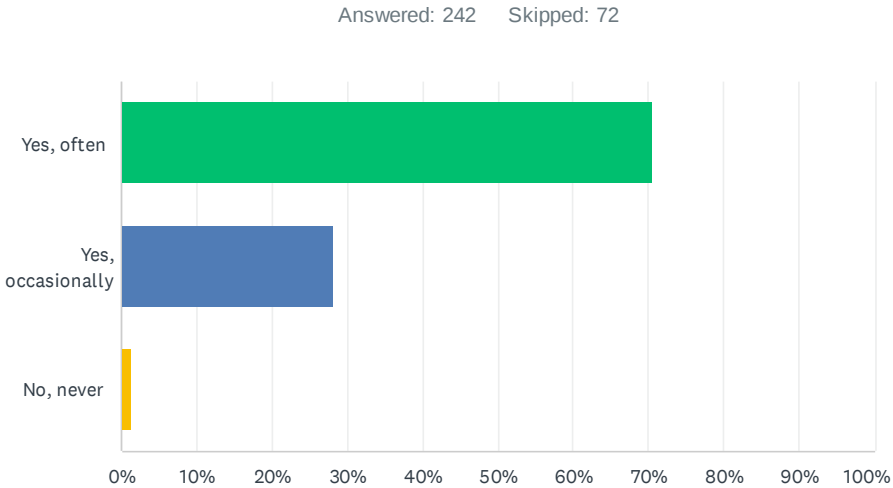
ANSWER CHOICES	RESPONSES	
More public parking spaces	46.85%	104
Better riverbank access	65.32%	145
Better river (water) access	53.15%	118
Improved watercraft navigability through East Dundee	28.38%	63
More trail connections and bicycle facilities	48.20%	107
Better places to fish	23.87%	53
Better playgrounds or adventure courses	30.18%	67
Fitness stations	16.67%	37
More native landscaping and riverfront stabilization	75.68%	168
More ornamental landscaping and riverfront beautification	61.26%	136
Remove invasive (non-native) vegetation	60.81%	135
More decorative lighting	53.15%	118
Surveillance cameras	24.77%	55
Public restrooms	55.41%	123
Shelters	32.88%	73
Tables	48.65%	108
Seating	66.22%	147
Spaces for more small events	36.04%	80
Permanent public art	36.04%	80
Temporary public art exhibitions	34.68%	77
Boat, canoe, kayak rental	49.55%	110
More food and dining options	41.89%	93
More festivals and other special events	43.69%	97
Other (please list)	7.66%	17
Total Respondents: 222		

East Dundee Riverfront Master Plan		SurveyMonkey	
ANSWER CHOICES		RESPONSES	
More public parking spaces		46.85%	104
Better riverbank access		65.32%	145
Better river (water) access		53.15%	118
Improved watercraft navigability through East Dundee		28.38%	63
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Tables		48.65%	108
Seating		66.22%	147
Spaces for more small events		36.04%	80
Permanent public art		36.04%	80
Temporary public art exhibitions		34.68%	77
Boat, canoe, kayak rental		49.55%	110
More food and dining options		41.89%	93
More festivals and other special events		43.69%	97
Other (please list)		7.66%	17
Total Respondents: 222			

#	OTHER (PLEASE LIST)	DATE
1	Have businesses clean up storefronts- some are run down and ugly (compared to new/renovated buildings in past couple years)	5/12/2023 9:07 AM
2	Remove haeger pottery building	4/23/2023 4:05 PM
3	Patrolling / monitored cameras to keep illegal stuff from going on, especially after dark, at our to be improved riverfront.	4/19/2023 10:47 PM
4	Hager pottery turned into something useful for kids	4/19/2023 8:57 PM
5	Farmers market improvements including designates covered market area or pop up river walk shops like Batavia.	4/18/2023 7:55 AM

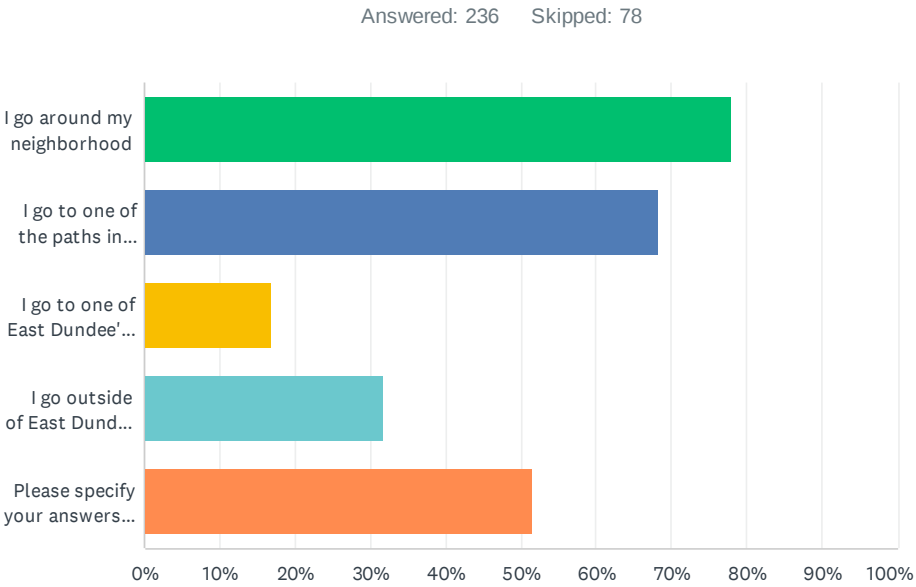
East Dundee Riverfront Master Plan		SurveyMonkey
6	A picnic area for small family gatherings with access to grill would be amazing	4/18/2023 7:27 AM
7	An actual permanent path you can enjoy along the river	4/16/2023 1:28 PM
8	Educational boards about the river and watershed and why we should be caretakers. Friends of the Fox River would be perfect to partner with for this!	4/16/2023 8:37 AM
9	More nightlife and also more kid/family friendly activities/venues	4/15/2023 11:14 PM
10	River access bring revenue to Dundee.	4/15/2023 10:09 AM
11	Prohibit 18 Wheel and other large trucks on Water Street	4/14/2023 4:17 PM
12	Skate park along the bike path. Skaters don't have anywhere to go and if you don't give one to them, they'll find somewhere you don't want them to go. Furthermore, there should be a focus on the culture and history of our town. This plan will likely result in the demolition of the Haeger property, and surrounding properties. These sites are vital to our towns history and deserve to be memorialized somehow.	4/14/2023 11:51 AM
13	More places to picnic and enjoy. Mimic West Dundee	4/13/2023 10:03 PM
14	More light post around the park and sidewalks.	4/13/2023 8:42 PM
15	I teach canoe and kayak and there is no issue with watercraft (non powered) navigability btween the two Dundeess except at very low water levels, which is not under East Dundee's control.	4/13/2023 6:47 PM
16	West Dundee did a beautiful job cleaning up & stabilizing shore line & has nice bricked area to sit & enjoy river. East Dundee looks decaying & unsafe on banks. Whatever is done, please be mindful of current residents who live there so traffic, noise & safety are not compromised. We paid a lot for our homes there.	4/13/2023 5:47 PM
17	Hopefully when something done to cleanup the old Haeger Pottery property along the river	4/13/2023 3:39 PM

Q14 Do you go for outdoor walks, runs, or bike rides?



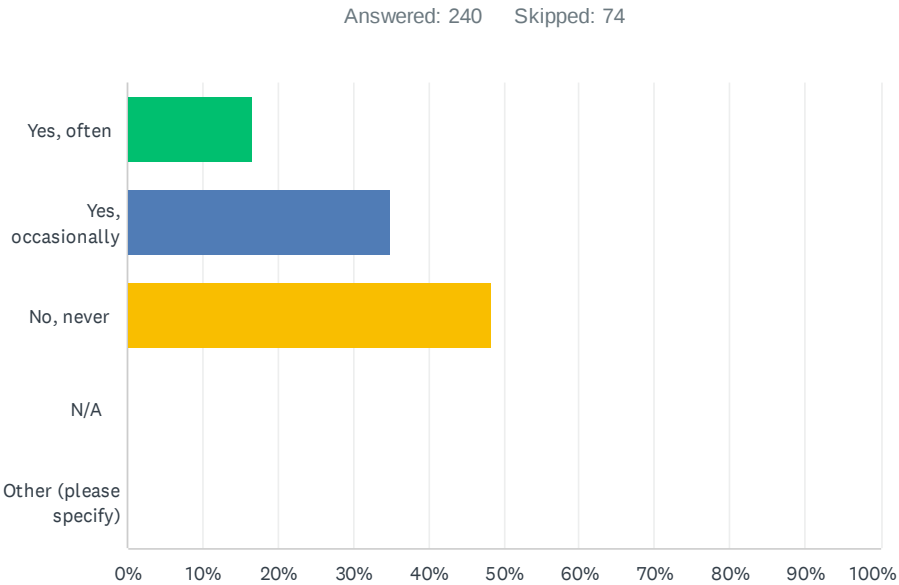
ANSWER CHOICES	RESPONSES	
Yes, often	70.66%	171
Yes, occasionally	28.10%	68
No, never	1.24%	3
TOTAL		242

Q15 If you answered "yes, often" or "yes, occasionally", where do you walk, run, or bike ride? Check all that apply.



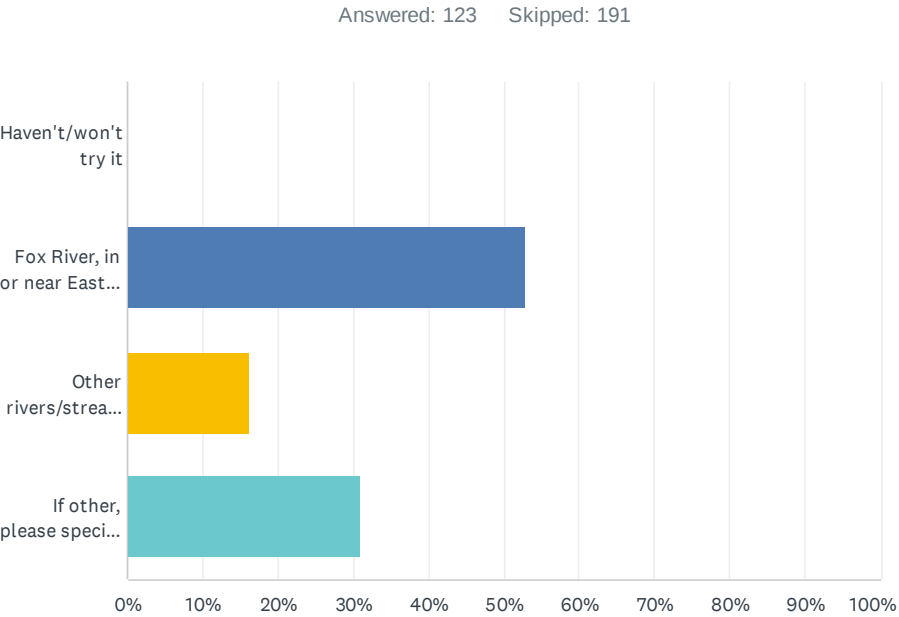
ANSWER CHOICES	RESPONSES	
I go around my neighborhood	77.97%	184
I go to one of the paths in East Dundee (please specify below)	68.22%	161
I go to one of East Dundee's parks (please specify below)	16.95%	40
I go outside of East Dundee (please specify below)	31.78%	75
Please specify your answers above:	51.69%	122
Total Respondents: 236		

Q16 Have you tried water activities like canoeing, kayaking, wind/sail boarding, boating, fishing, or other ways to play in or on the water?



ANSWER CHOICES	RESPONSES	
Yes, often	16.67%	40
Yes, occasionally	35.00%	84
No, never	48.33%	116
N/A	0.00%	0
Other (please specify)	0.00%	0
TOTAL		240

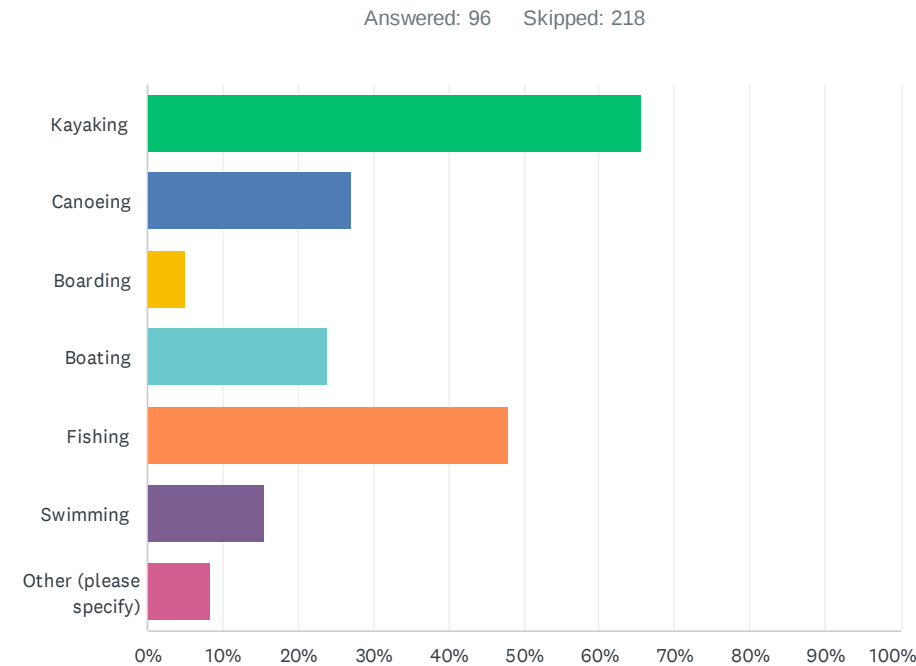
Q17 If you answered "yes", where have you tried water activities?



ANSWER CHOICES	RESPONSES	
Haven't/won't try it	0.00%	0
Fox River, in or near East Dundee	52.85%	65
Other rivers/streams outside of East Dundee (please specify where)	16.26%	20
If other, please specify where:	30.89%	38
TOTAL		123

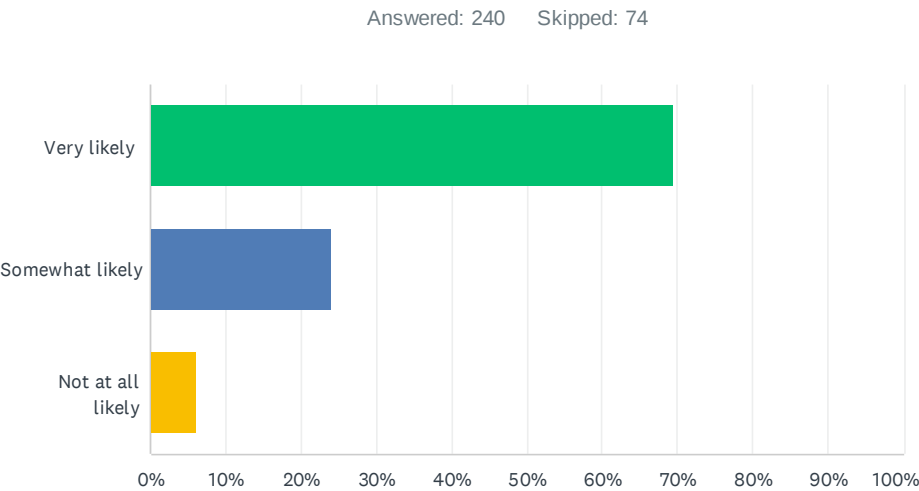


Q18 If you checked "Fox River, in or near East Dundee", which, if any, of the following have you tried in the last two years?



ANSWER CHOICES	RESPONSES	
Kayaking	65.63%	63
Canoeing	27.08%	26
Boarding	5.21%	5
Boating	23.96%	23
Fishing	47.92%	46
Swimming	15.63%	15
Other (please specify)	8.33%	8
Total Respondents: 96		

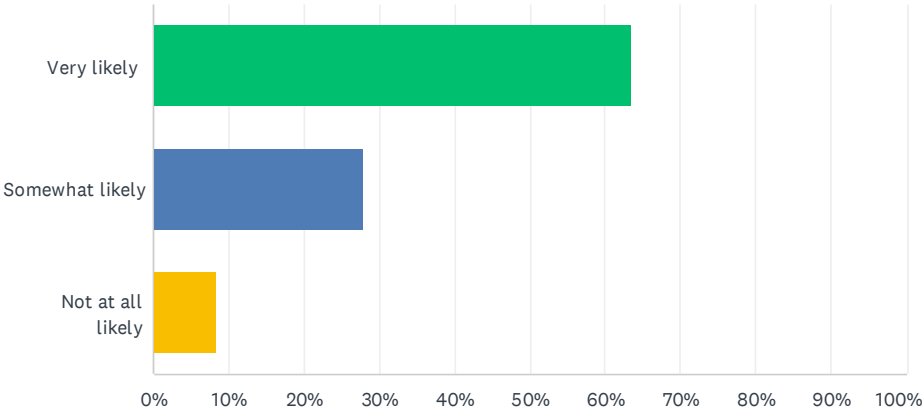
Q19 If the river and/or riverfront are improved, how likely would you be to use it?



ANSWER CHOICES	RESPONSES	
Very likely	69.58%	167
Somewhat likely	24.17%	58
Not at all likely	6.25%	15
TOTAL		240

Q20 If the Village invests in improving the riverfront area, would you support the Village allocating finances and resources towards the improvements?

Answered: 239    Skipped: 75



ANSWER CHOICES	RESPONSES	
Very likely	63.60%	152
Somewhat likely	28.03%	67
Not at all likely	8.37%	20
TOTAL		239

Q21 If you enjoy the Fox River in other communities, are there amenities that you would like to also see in East Dundee?

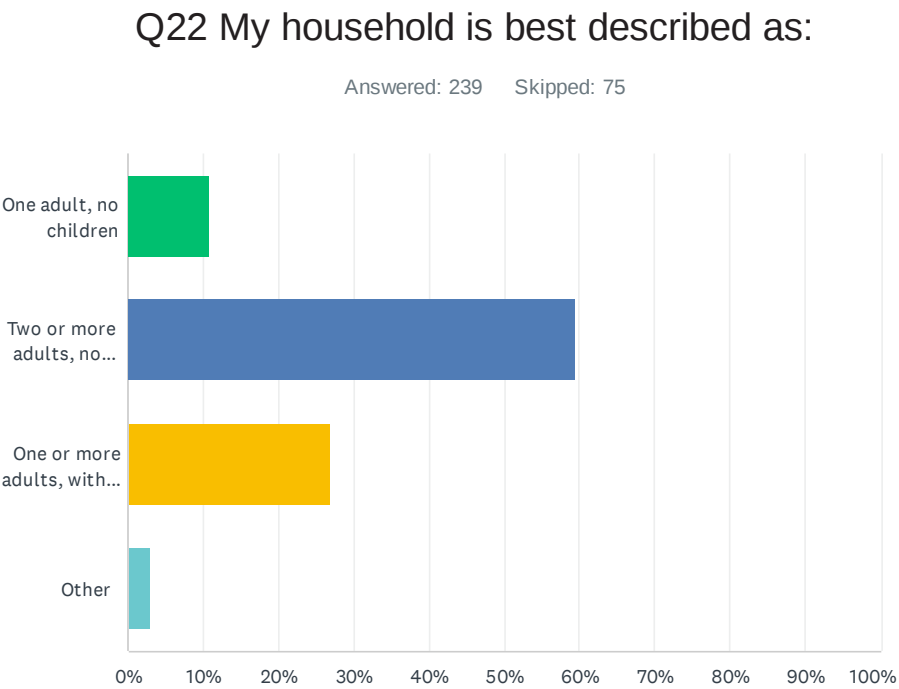
Answered: 100    Skipped: 214

#	RESPONSES	DATE
1	assisted canoe launch	5/16/2023 3:33 PM
2	Nice storefronts, Clean sidewalks, etc	5/12/2023 9:09 AM
3	Accessible access sites, restrooms, canoe/kayak lockers, picnic tables, signage indicating local businesses to visit.	5/8/2023 10:57 AM
4	Lights and more garbage cans along the bike trail. Signs highlighting or giving direction to the businesses in East Dundee like Rosies and Downtown hot spots	5/7/2023 1:33 PM
5	Tie downtown to the river more...	4/30/2023 11:29 AM
6	Easier kayak ramp access, not boat ramp.	4/26/2023 11:20 AM
7	River front restaurant	4/24/2023 7:36 AM
8	Art fairs, craft fairs, music... but decent ones not flea market type	4/21/2023 12:53 PM
9	Benches to sit on. Tables for picnics. Good walking paths.	4/21/2023 12:21 PM
10	Possibly a retaining wall with benches, separating the walk from water street, similar to West Dundee	4/21/2023 6:16 AM
11	Allow parking by the train caboose on Fridays and Saturdays when there are special events. Less cars by homes. More garbage cans on bike and walking paths.	4/20/2023 3:38 PM
12	Fishing piers, better boat launches, public park on island on Fox River!	4/20/2023 2:01 PM
13	The quietness and beauty of the Fox. a solitude from the hectic past of bars, cars and contaminated air.	4/20/2023 1:57 PM
14	seating along the river bank	4/20/2023 12:28 PM
15	None, if you cannot do anything in this village with out a liquor license	4/20/2023 11:10 AM
16	Walkable river walk	4/20/2023 11:03 AM
17	Not really.	4/20/2023 10:37 AM
18	Dog park	4/20/2023 7:23 AM
19	I'd like to be able to safely launch a kayak in the survey area.	4/19/2023 10:51 PM
20	Better access to put in and kayaks and to get out. Around Rosie's would be nice. Also getting rid of the low head dam	4/19/2023 9:01 PM
21	Restrooms, picnic areas, shelters/pavilions, food vendors	4/19/2023 10:36 AM
22	A focus on native plants and ecological improvement	4/19/2023 8:08 AM
23	Attractive bike rack on riverside across from Rosie's and kayak launch on riverside by Rosie's for people who stop biking or kayaking to eat there. Also extending walking paths by riverside from foot bridge up to Brix. Put in more native trees (oaks, native maples, etc) for some shade. And add more benches and a maybe few tables along the riverside.	4/18/2023 12:36 PM
24	Paid Mini golf and skate/BMX park or something else sport wise, possibly at the old Walmart.	4/17/2023 7:10 AM
25	Restaurants with outdoor seating and live music	4/16/2023 9:21 PM
26	Restaurants that aren't just primarily bars	4/16/2023 7:39 PM

East Dundee Riverfront Master Plan		SurveyMonkey
27	More support for launching kayaks, rafting, boating. I know there is a launch but some sort of dock for embarking/disembarking would be helpful.	4/16/2023 7:28 PM
28	beautiful landscapes and easy/convenient access	4/16/2023 3:41 PM
29	A river walk like West Dundee	4/16/2023 3:14 PM
30	Walking along the river	4/16/2023 3:12 PM
31	Yes, maybe restaurant/bar options along the river along with better access to rent kayaks or etc. on the river	4/16/2023 1:31 PM
32	Kayak rentals would be a ton of fun. Food trucks downtown. A farmers market that's not like a flea market.	4/16/2023 1:25 PM
33	Walking path all along the river, landscaping, flowers, benches. Make it look nice.	4/16/2023 12:51 PM
34	All of the trustees in Dundee should take note of the river area in Geneva and St Charles Illinois. It is run properly. Right now I don't believe our trustees are appropriate for East Dundee and making very inappropriate decisions making our town worse like allowing Elgin mall to come into our community with said to bring in more tax revenue. That's not likely with all of those "sketchy" poorly run under the table business that have horrible reviews.	4/16/2023 12:43 PM
35	Wider walking areas.	4/16/2023 12:16 PM
36	East Dundee riverfront is scary. It's narrow and Water street is DANGEROUS. Speeding, drunks leaving bars and driving. Something must be done with those bars on 72 namely Carols Corner. You cannot see to turn west onto 72. River Lees has open drug use in parking area behind it. And what about abandoned Haeger Pottery eyesore?	4/16/2023 11:48 AM
37	I think something like the courtyard area in St. Charles behind McNally's and bordered in the back by some upscale restaurants would be great and could make for the village to be that kind of riverfront destination, but the only place to do that would be South if Main St. and would require significant funds to accomplish. As noted above, I'm not at all confident that would not result in a massive burden for the village and residents while developers rake in money at our expense, so I'd be hesitant to support it. Similarly, I think an area there offering canoe and/or kayak rentals would be great and I'd use those offerings, but I'm not confident it would t come at a progibitive expense to residents. Those kinds of opportunities are great and can improve the identity of a village and make it a destination, but they aren't worth thousands of dollars a year per resident for anyone who doesn't use them consistently. The town's demographics (income, age, etc.) don't support heavy use to justify massive debt and tax increases.	4/16/2023 10:16 AM
38	Clean water and the village to stop buying property. The village government should not be landlords. Also the racism of a certain Village President must be stop!	4/16/2023 9:41 AM
39	More landscaping and places to rest like Batavia.	4/16/2023 8:59 AM
40	More water access	4/16/2023 8:40 AM
41	Safe access including the removal of high speed traffic along water street. It is scary taking my children across the street to the pedestrian bridge or playground.	4/16/2023 8:39 AM
42	A place to take a kayak out easily.	4/16/2023 8:13 AM
43	Definitely kayaking, and good spot to launch	4/16/2023 7:59 AM
44	West Dundee has riverside restaurants. What more is needed?	4/16/2023 5:45 AM
45	Nicer boat launches for kayaks and canoes.	4/15/2023 11:45 PM
46	I think spots very close to downtown should be more geared towards people/gathering spaces and further out should be enhancing/restoring the natural river bank but adding in a better path to walk along it. I'd also like to see an actual native plant garden installed somewhere that people can walk through and learn about the plants that are here.	4/15/2023 11:39 PM
47	A restaurant with a patio over looking the river.	4/15/2023 11:33 PM
48	Algonquin has better restaurants/night life as does Geneva & St. Charles.	4/15/2023 11:16 PM
49	more restaurants on the river	4/15/2023 10:19 PM
50	Open spaces, riverfront dining options.	4/15/2023 9:06 PM

East Dundee Riverfront Master Plan		SurveyMonkey
51	Larger parks for kids. More parking	4/15/2023 6:10 PM
52	An area that extends out over the water for picnics and events.	4/15/2023 6:02 PM
53	No, because there is no space in the village for large events along the river.	4/15/2023 5:46 PM
54	The walkability	4/15/2023 5:43 PM
55	I live on the river, would like to see it cleaned up	4/15/2023 5:26 PM
56	Restaurants on the river	4/15/2023 5:11 PM
57	Places for outdoor bbq or party. More trails.	4/15/2023 3:27 PM
58	Public restrooms, kayak rental, seating	4/15/2023 2:12 PM
59	leave as is very scenic .	4/15/2023 2:02 PM
60	A restaurant like Port Edward's that has docking stations for kayaks and Canoes.	4/15/2023 1:05 PM
61	West dundee, carpentersville, Algonquin, mchenry	4/15/2023 10:30 AM
62	Kayak rents , paddle boarding rental	4/15/2023 10:11 AM
63	More restaurants	4/15/2023 8:33 AM
64	Riverfront seating and parks. Bridge over 72 for easier highway crossing. Public artwork and statues.	4/15/2023 8:26 AM
65	Get us a grocery store quit spending money	4/14/2023 2:44 PM
66	Walkability.	4/14/2023 11:54 AM
67	There are businesses from which visitors can rent paddle boards, kayaks.	4/14/2023 9:33 AM
68	Fishing areas, wildlife viewing areas, riverside path	4/14/2023 9:08 AM
69	Haeger pottery creative hub and media center w artist residence and activity	4/14/2023 8:40 AM
70	A real walking trail (not just gravel spread on the ground), ornamental landscaping and lighting, seating/eating areas, improved boat/kayak launch.	4/14/2023 8:26 AM
71	Waterfront dining	4/14/2023 8:17 AM
72	River walk	4/14/2023 12:50 AM
73	Places to lock your kayaks up while dining. Stairs or accessible paths up river banks to dining/downtown	4/13/2023 11:35 PM
74	GROCERY STORE	4/13/2023 10:30 PM
75	I'd like to see a shorter survey	4/13/2023 10:27 PM
76	Kayak canoe launch near downtown	4/13/2023 10:25 PM
77	Yes, picnic tables and parking. Also dog parks near the river (St. Charles).	4/13/2023 10:06 PM
78	A community garden	4/13/2023 9:16 PM
79	EV chargers.	4/13/2023 9:15 PM
80	Kayak/canoe parking and launch, seating or picnic areas	4/13/2023 8:51 PM
81	Walkway improved lighting	4/13/2023 8:50 PM
82	I walk at Port Barrington Fox River Marina. Great trails, benches, marina, launch, piers, parking, shelters.	4/13/2023 8:48 PM
83	Nothing that hasn't been mentioned. Parking, public restrooms, and water access being the main things.	4/13/2023 8:45 PM
84	Better wildlife protection, better preservation of the riverfront, native plants,	4/13/2023 8:13 PM
85	St.Charles and Naperville Riverwalks are clean and beautiful. Would be nice to have something	4/13/2023 7:18 PM

	like that in my own home town so I wouldn't have to leave town.	
86	More ethnic restaurants	4/13/2023 6:54 PM
87	St. Charles has a ton of stuff. I also go to Algonquin a lot. Riverfront dining would be great. Kayak rentals and better fishing locations would be wonderful to have more accessible.	4/13/2023 6:04 PM
88	A kayak lauch	4/13/2023 5:54 PM
89	St Charles has a beautiful park & walking paths along the fox. There are small shelters, wild flowers to beautify, statues of interest & it's maintained well.	4/13/2023 5:51 PM
90	Places for picnics or family gatherings, better landscaping, create a "Riverwalk" with shelters along the way.	4/13/2023 5:44 PM
91	Kayak lockers, restaurants along the River, events along the River	4/13/2023 5:34 PM
92	No village use of eminent domain to take anyone's property	4/13/2023 5:11 PM
93	Outdoor concerts movies Festivals	4/13/2023 4:53 PM
94	Algonquin & Saint Charles	4/13/2023 4:46 PM
95	Dining on the water	4/13/2023 4:40 PM
96	free live weekly music	4/13/2023 3:51 PM
97	Feel we could host waterfront festivals etc	4/13/2023 3:48 PM
98	Something similar to what West Dundee has done on the west side of the river up to Cville.	4/13/2023 3:45 PM
99	Beer garden	4/13/2023 3:39 PM
100	The walkways in West Dundee and Cville are excellent.	4/13/2023 3:38 PM

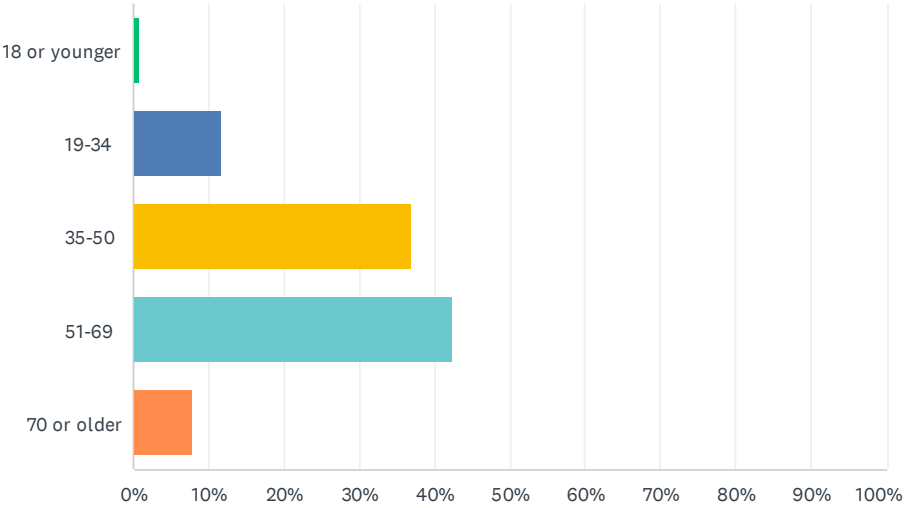


ANSWER CHOICES	RESPONSES	
One adult, no children	10.88%	26
Two or more adults, no children under 18	59.41%	142
One or more adults, with children under 18	26.78%	64
Other	2.93%	7
TOTAL		239



Q23 My age is:

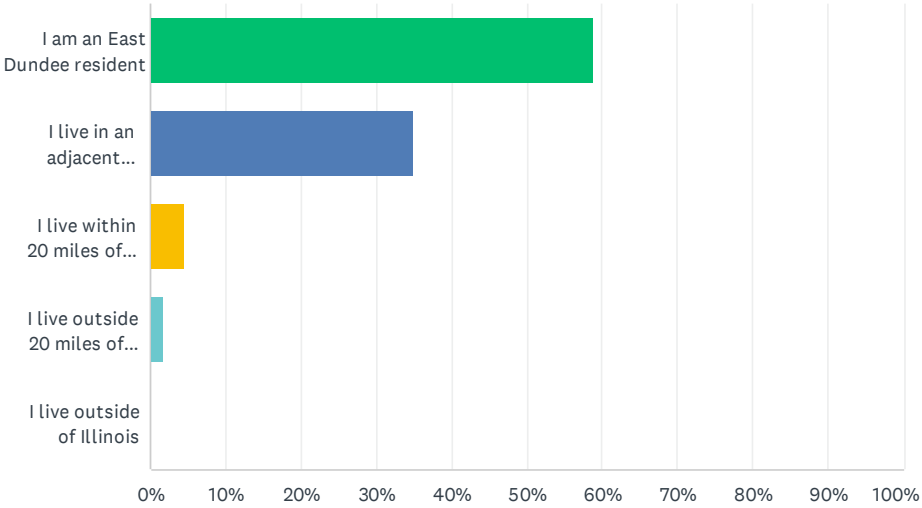
Answered: 238    Skipped: 76



ANSWER CHOICES	RESPONSES	
18 or younger	0.84%	2
19-34	11.76%	28
35-50	36.97%	88
51-69	42.44%	101
70 or older	7.98%	19
TOTAL		238

Q24 Which response best describes your household?

Answered: 240    Skipped: 74



ANSWER CHOICES	RESPONSES	
I am an East Dundee resident	58.75%	141
I live in an adjacent community	35.00%	84
I live within 20 miles of East Dundee	4.58%	11
I live outside 20 miles of East Dundee	1.67%	4
I live outside of Illinois	0.00%	0
TOTAL		240



Memorandum

Date: September 11, 2023  
To: Philip Cotter, Village of East Dundee  
From: Hitchcock Design Group

RE: East Dundee Riverfront Master Plan

Goals and Objectives

- Build upon natural beauty of the Fox River
- Enhance environmental aspects of the river and watershed
- Expand recreation opportunities, active/passive, land/water-based
- Improve connectivity along the river and to Downtown
- Consider future acquisition of key sites along the river
- Evaluate opportunities for vehicular/pedestrian calming and circulation
- Establish a riverfront identity/brand that is unique to East Dundee
- Host more special events along the river (small and large scale)

Strategies

- Sustainable (environment, economy, culture)
- Multi-dimensional (appealing to residents and visitors, flexible, high return on investment)
- Healthy (active, comfortable, clean, safe)
- Attractive (engaging, stimulating, clean)
- Distinctive (differentiated from other riverfronts)
- Respectful (of resources and diverse stakeholders)
- Barrier-free (accessible by all)

Desired Program Elements

- Native landscaping/shoreline stabilization
- Removal of invasive and non-native vegetation Ornamental landscaping/beautification
- Seating available along the riverfront
- Gathering spaces/picnic shelters
- Site furnishings: benches, picnic tables, trash cans, bike racks
- Better riverbank access and river (water) access
- Improved walking path
- Pathway lighting
- Improved pedestrian safety
  - Wider paths
  - Additional buffer from Water Street
  - Safe pedestrian crossing of Water Street
- Pedestrian crossing south of 72
- Activation of Hager Property
- Consider additional land acquisition



East Dundee Riverfront Master Plan  
Page 2

Optional Program Elements:

- Public restrooms
- Accessible/assisted canoe/kayak launch
- Kayak/canoe/paddleboard rentals
- Wildlife/nature viewing and protection
- ADA accessible site amenities
- Gathering spaces/picnic shelters
- Signage
  - Wayfinding
  - Environmental education
- Riverfront dining/restaurants/food trucks
- Special events along the riverfront
  - Music, festivals, farmers market, art/craft fairs
- Public art/sculpture
- More parks and open space
- Parking

cc: File – HDG

22 E. Chicago Avenue  
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Naperville, Illinois 60540  
630.961.1787  
hitchcockdesigngroup.com

Planning  
Landscape Architecture

J:\Projects\The East Dundee Village of Riverfront Master Plan\02 Project Management\01 Meeting Notes\20230911 East Dundee Riverfront \_strategies.docx



Meeting Summary

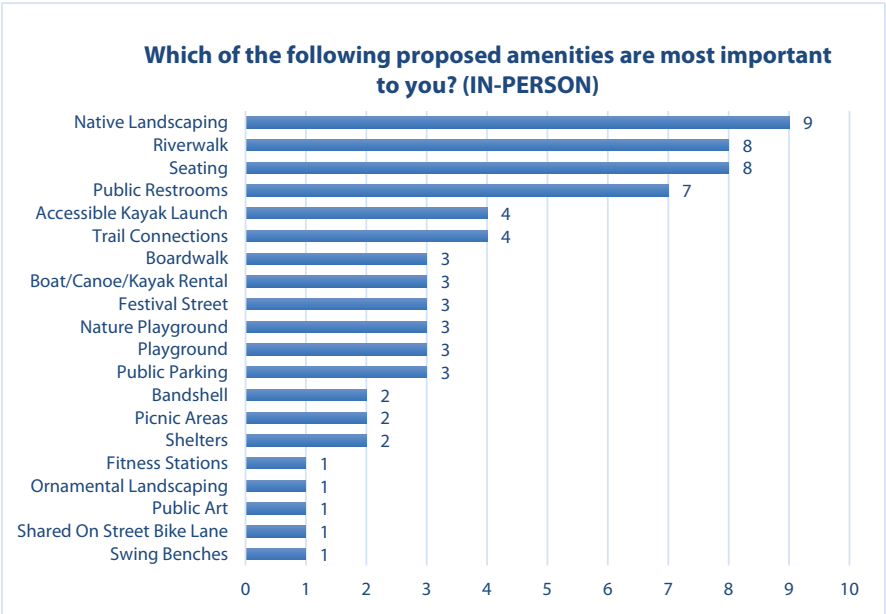
Date: October 24, 2023  
Time: 4:30 PM  
Location: Rakow Center, 665 Barrington Ave., Carpentersville, IL 60110  
  
Attendees: Phil Cotter, Village of East Dundee (VED)  
Lara Barnas, Hitchcock Design Group (HDG)  
Caitlin Osburn, HDG  
East Dundee Community Members (29 Attendees)

RE: East Dundee Riverfront Master Plan Community Input Meeting

Purpose of Meeting: Community input meeting

**Community Meeting Input Summary:**  
Attendees were presented with the East Dundee Riverfront Master Plan and each of the phases were explained for the planning area and its four segments, Water Street – North Segment, William Bartels Park, Water Street – South Segment, and Haeger Property Redevelopment. The design boards for the four segments were presented and HDG requested feedback from the community. Comment cards were passed out and participants were asked to select the most important amenities that they would like to see in the Master Plan, and to write down their comments and suggestions. A group discussion took place and the comments from that discussion are listed under Additional Comments.

- 1. The table below summarizes the most important amenities that the participants would like to see in the Master Plan.



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Village of East Dundee  
East Dundee Riverfront Master Plan  
Page 2

- 2. Participants were asked to write down all their comments and suggestions for the Village's future relating to the East Dundee Riverfront Master Plan. HDG staff organized the responses into the following categories:
  - a. Water Street Improvements and Impacts to Local Businesses
    - i. Concerns with closing Water Street and its effect on local businesses
    - ii. Speed on Water Street is a concern. No police enforcement
    - iii. Semi-trucks are a concern on Water Street. Community recommended the trucks to be re-routed
    - iv. Loss of parking for local businesses with potential improvements is a concern
    - v. Noise level increase with potential improvements for street festivals
    - vi. Removal of private businesses is a concern
  - b. Haeger Property Redevelopment
    - i. Potential for open space
    - ii. Minimize multi-family development
    - iii. The building/facility needs to be redeveloped
  - c. Park Amenities
    - i. Shelter with game tables
    - ii. Coffee machines or potential coffee shops
    - iii. Add bike pathways
- 3. Additional In-Person Comments
  - a. The creek that flows into the Fox River near Railroad Street is called Macintosh Creek
  - b. There are private properties on Water Street near the intersection of Jackson that are shown to be removed with the proposed improvements for an expanded park and main street. One of the property owners was in attendance and had asked for clarification on the schedule and what the plans were with the potential impacts to his property and that he was not in favor of having to be relocated.
  - c. VED had expressed that the master plan is estimated to be implemented over 5, 10, or even 20 years and are dependent on funding and community approval.
  - d. VED had stated that there are mandated public works improvements for lead pipe removal that are a high priority and that will have to be considered and performed in conjunction with these potential Village improvements.
  - e. Community members had expressed a need for parking for the new parks and expanded parks. VED had stated that there were plans to provide adequate parking for the park improvements.
  - f. Funding for the projects was a concern of the residents and VED had stated that the taxes would not increase for the park improvements and that the funding source would be through grants.
  - g. Concerns were raised about the lack of policing on Water Street and that the traffic calming that was shown on the plans would not be enough to address the speeding. VED stated that they would raise their concerns with the East Dundee Police.
  - h. There was a request for continued maintenance of the waterfront vegetation. VED confirmed that it would remain.
  - i. A community member recommended making Water Street one-way in the South Segment plans. VED stated that this improvement would be explored.
  - j. Further research into the archeological history of the area was suggested by a community member.
  - k. Better signage and wayfinding for Water Street and the downtown area was recommended.



- l. There is a similar manufacturing facility to Haeger Property in Harvard, Illinois, that has been redeveloped into an art collective called the Starline Factory. It was a suggestion for the redevelopment of Haeger Property into something similar.
- m. There were concerns that there would be an increase in bars with the redevelopment.

cc: Attendees

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Appendix H:



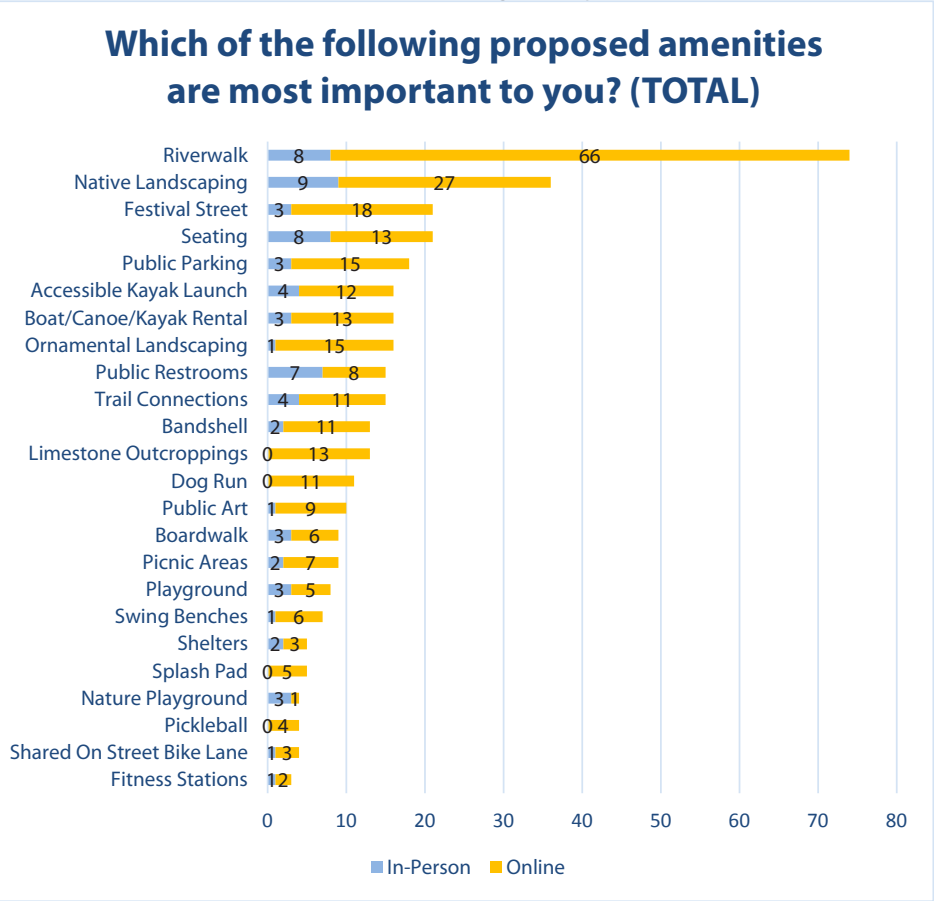
Community Input Summary

Date: November 8, 2023

RE: East Dundee Riverfront Master Plan Community Input

**Community Input Summary:**  
A community meeting was held on October 24<sup>th</sup>, 2023, to obtain feedback for the East Dundee Riverfront Master Plan. Participants were asked to fill out comment cards and to select the most important amenities that they would like to see in the Master Plan, and to write down their comments and suggestions. An online survey was also provided for the community to provide feedback.

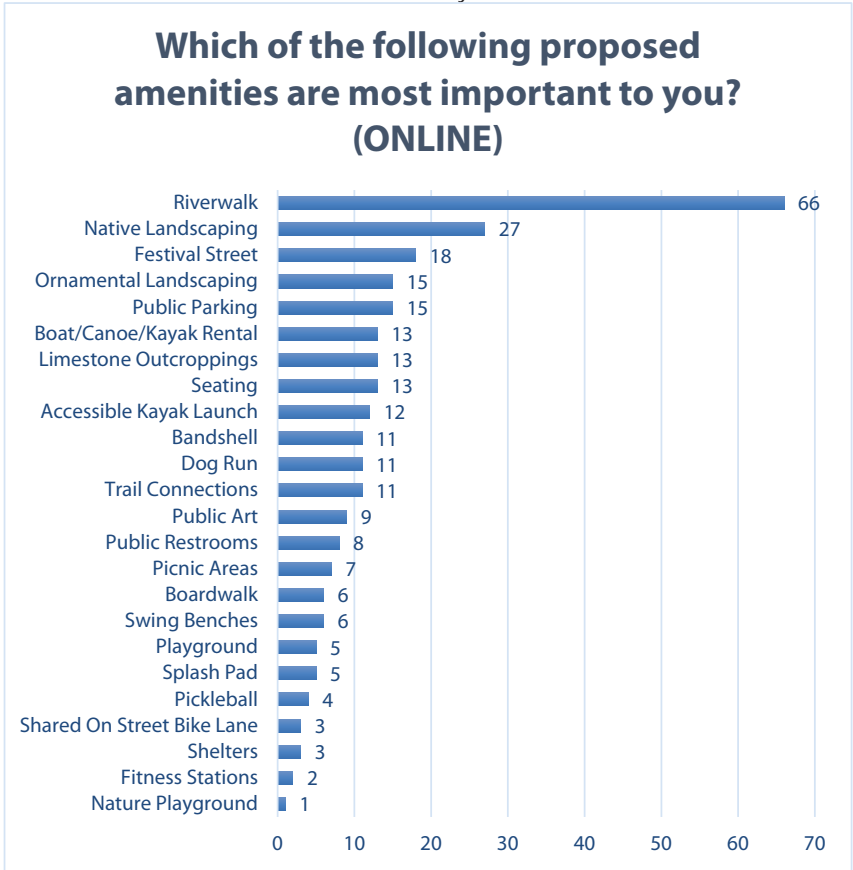
- 1. The table below summarizes the most important amenities that the participants would like to see in the Master Plan from both the online survey and in-person comment cards.







2. The table below summarizes the most important amenities that the participants would like to see in the Master Plan from the online survey.



3. Online participants were asked to write down all their comments and suggestions for the Village's future relating to the East Dundee Riverfront Master Plan. HDG staff organized the responses into the following categories:
- a. Water Street Improvements and Circulation
    - i. Reinforce bike safety.
    - ii. On street bike lanes are not recommended and there is a fear for the biker's safety.
    - iii. There were concerns about construction activities causing more traffic.
    - iv. Adding a pedestrian bridge closer to downtown.
    - v. Add more restaurants.
  - b. William Bartels Park
    - i. A community member stated that the park has newer playground equipment, fencing, amenities and improvements are not needed.
    - ii. The improvements make a lot of sense and could be a welcome focal point for the community.



- iii. Retain the basketball court.
- iv. Add a welcome tower/chimney swift tower combination.
- v. A community member is in favor of the new design and extending the park to the river.
- c. Haeger Property Redevelopment
  - i. Potential for open space and gathering.
  - ii. In favor of adding a parking lot for Haeger and removing parking at Barrington Avenue.
  - iii. Pickleball to be multi-sport to allow for flexibility in the future.
  - iv. Prefer to have tennis court and small soccer/futsal court versus pickleball.
  - v. Add pathway loops along the river.
  - vi. Brick pavers are not needed.
  - vii. A few members are not in favor of an amphitheater and would prefer a passive park.
- d. Park Maintenance
  - i. Potential increase in maintenance with the improvements and an increase in personnel.
  - ii. Increase funds to paving improvements of existing infrastructure versus adding infrastructure.
- e. Historical Significance
  - i. Requests to keep East Dundee a historic area.
- f. Native Landscaping and Wildlife
  - i. Plant more natives and cater to the wildlife more.
  - ii. Native restoration along the riverfront and less clearcutting.
  - iii. Native restoration specifically at the area north of Rt 72 and removal of invasives.

cc: Attendees

Q1 Please provide any comments or feedback you may have regarding the proposed improvements for the East Dundee Riverfront Master Plan.

Answered: 50    Skipped: 19

#	RESPONSES	DATE
1	I really like that the Haeger property is included in this plan. I think this will be a great opportunity to improve the riverfront along this area, and will give residents an outdoor gathering place. I'm not 100% sold on Bartels Park redevelopment; I can argue that one both ways (especially closing off the section of Water St.) For the entire project, though, maintenance will be a key. We will probably have to either add personnel to Public Works, or enter into a significant maintenance contract. Either way, it will cost money. I have no problem spending more, as long as there is a good return on the investment.	11/7/2023 10:41 PM
2	How will you create cohesiveness between the various segments? How will this project be funded?	11/7/2023 4:15 PM
3	Please keep East Dundee a Historic area. Cater to the wildlife in the area and nature that surrounds us. Plant native along the river and do not cut it back for the winter. You are destroying habitat and eliminating a food source for wildlife. Please stop building and start utilizing existing structures. Put funds to use to improve our neighbors and cater to the people that live here instead of leaving half replaced sidewalks, streets that need repairs, etc. The parking garage at the Hager lot is a great idea, remove parking on Barrington Ave so the people that live here can get to their homes without people backing out of those spaces and not paying attention to the locals trying to get home. I can't believe there aren't more accidents. Reinforce bike safety - cyclists need to pay attention to the stop signs on the bike path.	11/7/2023 12:33 PM
4	Pickle ball court area needs to be flexible use. When this fades (like racket ball). Needs to be able to use for something else with low cost conversion	11/7/2023 10:39 AM
5	Stick to native plants and landscaping. A natural riverfront will better for the wildlife and create a more aesthetically pleasing look for the residents of East Dundee. STOP clearcutting all the vegetation along the river. Spend the money to hire a landscaping company that specializes in native restoration. Bartels park already has newer playground equipment, fencing, etc. and doesn't need "improvement". The Haeger Area could be developed with the entertainment features-bandshell, splash pad, etc. Keep the other proposed redevelopment areas as natural as possible. No to the concrete paths, swing benches, art, pavilions, etc	11/7/2023 10:39 AM
6	I think a lot of this looks good. I'd go for the least expensive bits first, and the remediation of the Haeger property which can be very useful as a community space. Along the area north of Rt. 72 I would love to see real restoration of the riverfront and creek. These are largely invasive species now, which is very depressing and frankly unattractive as well as environmentally unsound. I think the Bartels Park plan makes a lot of sense and could be a focus of welcome to the community. I would like to see a basketball court retained, I can tell you this gets used a lot by kids and families. The park could be an education location about the river wildlife as well. A welcome tower/chimney swift tower combination would be great.	11/7/2023 10:19 AM
7	Haeger development- please do no put an amphitheater or large public gathering area by the homes on Williams Pls/Elgin Ave. Not fair to us who bought homes here for the peace & charm of living by quiet river area with a bike path. Too much traffic on Elgin Ave already!! And we don't want to hear music, pickleball noise or have people staring at us sitting in our own yards. Why not put garden or nice art area by our homes? Small area- this stuff is just going to crowd the area, lower home prices - just like by Carpenter park. Horrible in summer there. That River Overlook (N) looks ugly & adds no aesthetic value. Is Lifeline Plumbing being bought out by the village? Seems the board cares more about bringing traffic & out of town people into the village than protecting us residents & home values. Put your music & busy stuff by Dolphin Cove, the old Walmart, shuttered Dundee Ford or Rt 72 industrial section where there are not homes & residents who will be imposed on. We didn't buy our homes to look at the back of a bandshell from our living room & have to keep our windows closed to drown out noise & added traffic.	11/6/2023 7:55 PM

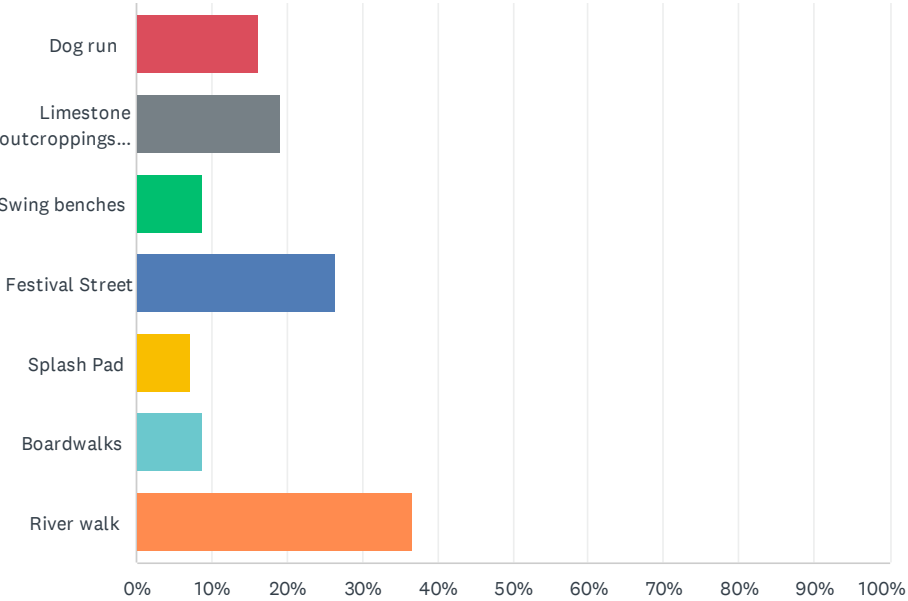
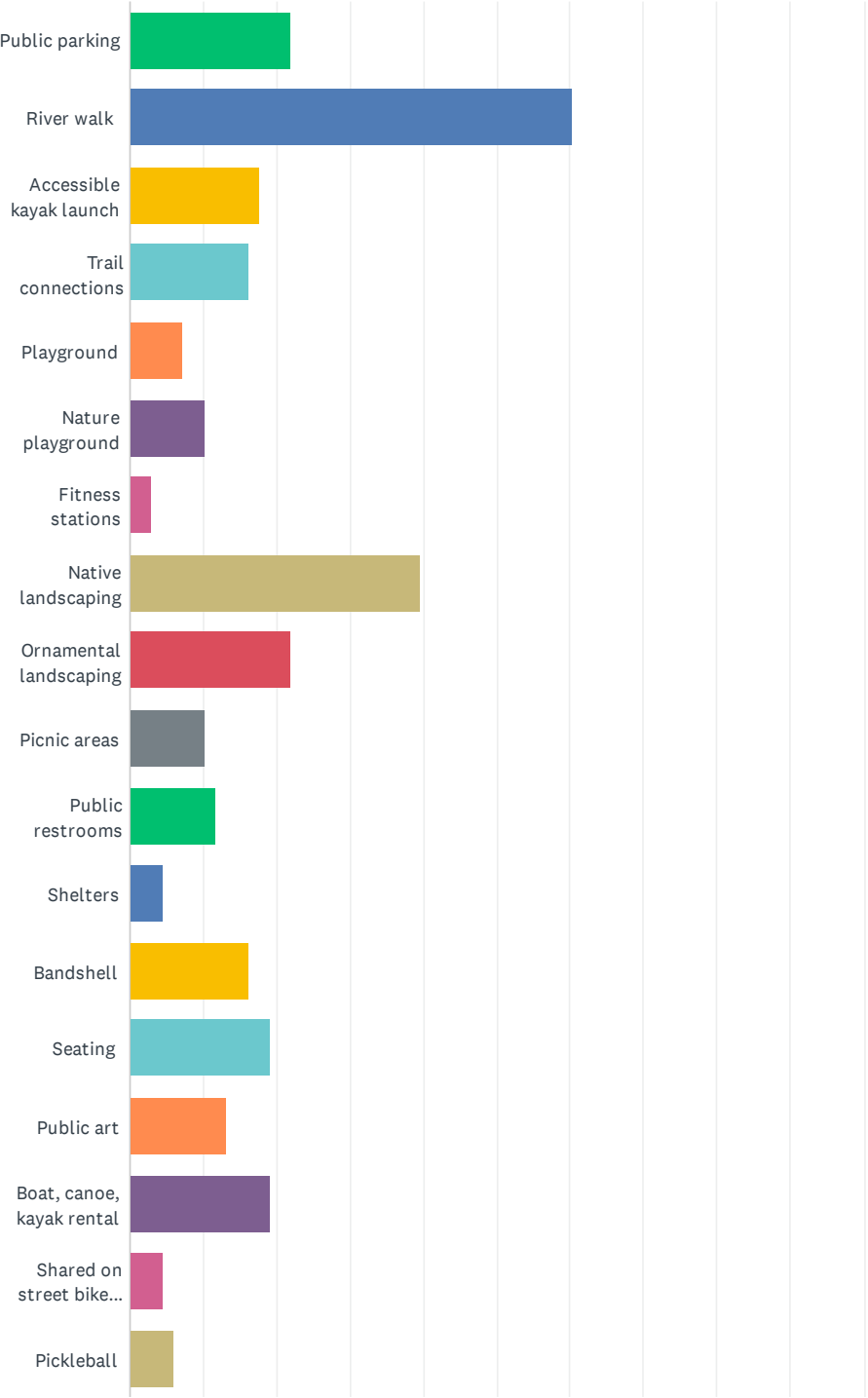
8	Onstreet bike lanes on our narrow streets will cause accidents. We have a bike trail already along the river. Bikers should use that, not the street.	11/6/2023 7:33 PM
9	I really like the idea of Bartels Park being connected all the way to the river. This would hopefully create a beautiful park that connects with nature as well as slowing down all the speeders that zoom down water Street. The plans for the Hager property are quite ambitious and likely very expensive for the village to add a bridge and a pavilion and water park. Regarding the Hager property, I would think the onus should be on the developer to make it as beautiful as possible without impacting the tax base. The first and easiest step to take would be to extend the sidewalk along water Street on the side of the river so that someone can do a walking lap around the river without crossing streets. Overall, if the walkway along the river mimics or is very similar to what was done in carpentersville in front of the old milk specialties/Brix buildings that would be outstanding. We don't need brick pavers like on the west side.	11/6/2023 1:24 PM
10	Since we live on the corner of Duncan & Williams Pl it looks like we would be directly across from the proposed Amphitheater. Are you serious.?concerts and events across the street for all of us that live on this end of town? I don't want to move. I love Our charming town but this would be unfair. Please take another look at this idea.	11/5/2023 3:54 PM
11	It looks great, when will you start and how long will it take to complete?	11/5/2023 10:04 AM
12	I love this! It will make Water Street way less busy, it provides people the opportunity to use the water front. I think it is a fabulous plan. I live at 306 Water St, East Dundee IL 60118 and this would be next to my house. I love the plan!	11/5/2023 8:29 AM
13	private property owners on river do not want to sell. Will Hill Street be closed to traffic?	11/4/2023 2:16 PM
14	I'm very excited about the proposed improvements! East Dundee has always been a diamond in the rough! It's time to shine!	11/4/2023 7:50 AM
15	I really like the event lawn idea (ice skating ring like the one in Chicago), Can we replace the pickleball courts to soccer courts and tennis courts. One soccer court/field and the other a tennis court) Pickleball not many people be playing that sport. Plus you can play pickleball with a normal tennis court. Please consider that. i like the river overlook and the swing benches too. Maybe add an outside work out gym like Venice beach that would be awesome! with sand and a rope, bench press, working out machines etc .... how about a river walk board path... like santa monica beach? please consider that as well! I did not get a chance to make it to the open house on October 24th but i would share these things with you all. thanks. please reach out if you want to discuss some more.	11/3/2023 7:01 PM
16	This looks incredible. It looks like a wonderful upgrade. However, it looks like it will be a lengthy process and will seriously inconvenience residents in the area and who travel through while construction is happening.	11/3/2023 3:35 PM
17	It's a bit unclear from the plans if this involves blocking automobile access to Water Street between Barrington and Main Streets and potentially relocating any of the businesses there. The plans look terrific, and are certainly ambitious, but it would help to know how the usage plans would fit in with these improvements. Would the monthly summer festivals (wine down Wednesday, etc.) be moved to the Haeger redevelopment site? Would this require routing more traffic onto River Street north of Main Street? How would continued use of the depot and downtown area be integrated with the riverfront plans?	11/2/2023 8:48 PM
18	It's a lot to take in. Quite ambitious. Overall I like it and am a little excited for the possibilities.	11/2/2023 7:22 PM
19	They look good!	11/2/2023 3:09 PM
20	Looks like a good plan.	11/2/2023 1:46 PM
21	oppose closing of water street...oppose 'entertainment park' as it is an unnecessary infringement of residents solitude, in short a WASTE of MONEY .... use funds to redevelop the Hager Property but putting an additional bridge across the Fox River is STUPID!!!	11/2/2023 12:52 PM
22	I hope no homes are to be torn down. Especially the 1865 brick house at the corner of Williams and Van Buren. That house should be moved to another location if that area is being redeveloped.	11/2/2023 12:34 PM
23	With the closure of part of Water Street for the expansion of the park the concern I have is	11/2/2023 11:39 AM

East Dundee Riverfront Master Plan: Envision		SurveyMonkey
	people already drive pretty fast down this road, the fear is someone going straight through the park. Would there be metal barricades to prevent this?	
24	Lots of this looks great, but please don't expand Bartels Park and close part of Water Street. When there are festivals and street closures in town, and just during rush hours, Water Street is a huge benefit to the many cars and residents who use it daily, including my family. This would greatly increase traffic on internal streets.	11/2/2023 11:20 AM
25	First, I'm glad this is being considered and discussed. The riverfront is a valuable asset that E Dundee does not really take advantage of. I do think the plans presented are overambitious. Instead of a 15-20+ year plan that will be massively expensive, I'd personally rather see a 5-10 year plan (start within 5 years, finish within 10). I don't see how the Haeger redevelopment fits into a plan that is supposed to connect downtown to the riverfront. We have a growing parking problem that is not being addressed as well, and excessive traffic through the residential area for drivers short cutting the 72/31 intersection and all the traffic lights on 31 north. I would think that some of the plans, like planting along the riverbank, cold be started fairly quickly.	11/2/2023 11:07 AM
26	A bold and beautiful plan that has merit but will cost more than planting a few flowers in the spring. Because of that, however, I'm honestly afraid it will never come to fruition - but I'd be pleased to be wrong.	11/2/2023 10:36 AM
27	I love that you're going to revitalize the Haeger area for the public use. If there's any way to make the footbridge closer to the heart of downtown, that would be really helpful for our neighbors and family to access it. The walkway on rt 72 bridge is really difficult to go across with the traffic and speed of the trucks, having a new footbridge closer to the heart of downtown would be amazing. Thanks for doing what you can to update Dundee! :)	11/2/2023 10:31 AM
28	Who is going to pay for this?	11/2/2023 10:23 AM
29	Definitely opposed to the haeger redesign. East Dundee needs housing not another park. We pay a ton of taxes to Dundee park district. Let them control the parks.	11/2/2023 9:46 AM
30	Any and all improvements would be a welcome addition and likely draw additional people into our amazing town. It's a win-win for us all.	11/2/2023 9:45 AM
31	No parking garage	11/2/2023 9:18 AM
32	I'm not thrilled about what will be done to Water and River Streets. Is it totally necessary? Not to mention possible increased traffic on South Van Buren (where I live). Pedestrian walkways over Water Street seem unnecessary also. In the Haeger redevelopment, how much use would sections B, H, I and O get? Who would be performing at the amphitheater? Let's not forget about the parking for the amphitheater. Would the updated parking really be enough? I think not and that would mean people having to park on South Van Buren St. It will make our little neighborhood far less quiet and peaceful. The plans, in general, seem a little over-the-top.	10/30/2023 10:03 AM
33	I do not want a parking garage put in and would love to see more restaurants on the river.	10/29/2023 10:38 AM
34	Turn Van Buren into a truck route??? What about the residents?? What about kids at the bus stops?? Are you adding a left turn lane for trucks turning left off of 72 onto northbound Van Buren?? Has anyone seriously given all this any thought? I can't even seriously consider any of the other "envisions" because I'm trying to wrap my brain around Van Buren as a truck route.	10/27/2023 10:22 PM
35	These look great. That said, how will this attract business? They're great amenities that I'd enjoy, but can we afford it? Parking?	10/27/2023 12:00 PM
36	Concerned about the designated truck traffic route on Van Buren.... 18 wheelers rolling thru the neighborhood is already causing noise and pollution now. It doesn't seem appropriate for more of these huge trucks rolling through a residential area. We live on Railroad St.	10/26/2023 8:21 PM
37	I really like the addition of a launch/rentals area! Would be great in the summer.	10/25/2023 7:02 PM
38	An accessible secured boat ramp for public safety use. Due to the amount of calls in the river	10/25/2023 6:49 PM
39	Amphitheater by Elgin/Williams Pl? If so, not fair to existing homes there. We've bought on Williams/Elgin Ave to enjoy the quiet river away from the busy downtown area. Why do we need amphitheater in such a small area? Build it off of other end Van Buren by school buses area that has more land. What will noise level restriction be? It's bad now hearing music all	10/25/2023 4:57 PM

East Dundee Riverfront Master Plan: Envision		SurveyMonkey
	summer at Banditos blocks away. Also, please make public meetings at a better time so we can get home from work & get to them. 4:30 was not ideal for most- thus the low turnout.	
40	Why would we build a elaborate park when we already pay high taxes to Dundee park district. Hard no on the redevelopment of haeger	10/25/2023 3:36 PM
41	looks great. I would be a good addition, but on street bike lanes are a disaster. The people that ride bikes in the street already make it hazardous. Giving them a lane would make it even worse. They should have a bike path and stay on it.	10/25/2023 3:20 PM
42	It's difficult to tell from this but any improvement would get my vote, as long as it doesn't have a negative impact on homeowners.	10/25/2023 2:09 PM
43	Looks promising. I don't think the cost would be worth a gateway feature (F) for the Water Street south plan.	10/25/2023 1:46 PM
44	Some great ideas here.	10/25/2023 1:02 PM
45	Beautiful plans. Except for the disruption of Water Street with the extension of William Bartels Park - absolutely terrible idea. Do not disrupt the flow of Water Street.	10/25/2023 11:03 AM
46	Looks awesome!	10/25/2023 10:59 AM
47	n	10/25/2023 10:41 AM
48	I love the ideas. It gives more places to walk the river	10/25/2023 10:37 AM
49	What will be done to compensate landowners currently in the space on Water Street by Hill and Jackson streets?	10/25/2023 10:29 AM
50	I live in the Reserves and always felt the area along the river was vastly underutilized - both from an economic and usefulness perspective. I love the Haeger proposal and hope there are River lofts planned as well	10/25/2023 10:24 AM

Q2 Of the following proposed amenities, please select your top choices.  
(Please select a maximum of 5)

Answered: 68   Skipped: 1





ANSWER CHOICES	RESPONSES	
Public parking	22.06%	15
River walk	60.29%	41
Accessible kayak launch	17.65%	12
Trail connections	16.18%	11
Playground	7.35%	5
Nature playground	10.29%	7
Fitness stations	2.94%	2
Native landscaping	39.71%	27
Ornamental landscaping	22.06%	15
Picnic areas	10.29%	7
Public restrooms	11.76%	8
Shelters	4.41%	3
Bandshell	16.18%	11
Seating	19.12%	13
Public art	13.24%	9
Boat, canoe, kayak rental	19.12%	13
Shared on street bike lanes	4.41%	3
Pickleball	5.88%	4
Dog run	16.18%	11
Limestone outcroppings to river	19.12%	13
Swing benches	8.82%	6
Festival Street	26.47%	18
Splash Pad	7.35%	5
Boardwalks	8.82%	6
River walk	36.76%	25
Total Respondents: 68		

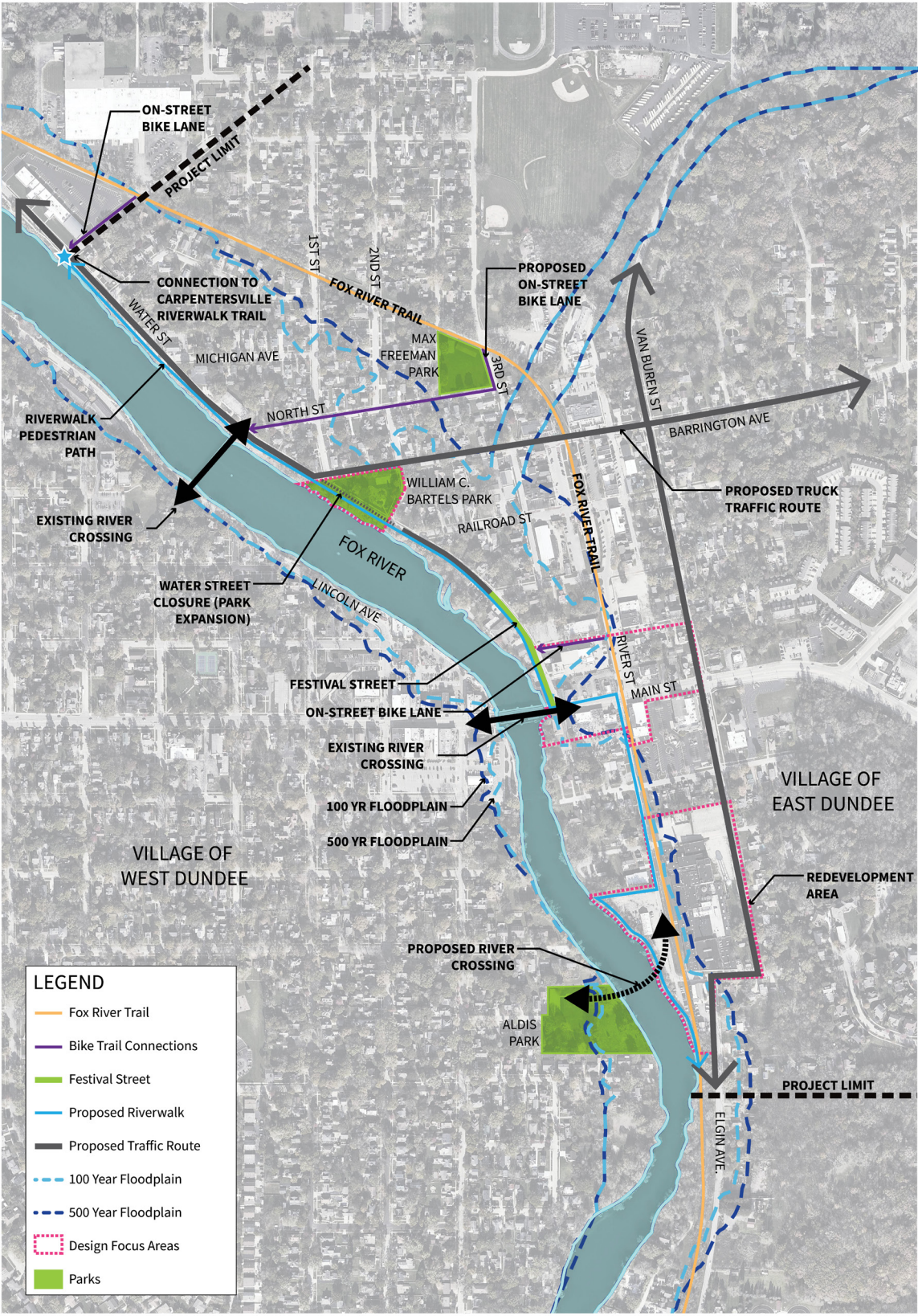
Appendix I:



Existing Conditions  
East Dundee Riverfront Master Plan  
East Dundee, Illinois









# Framework Plan

## East Dundee Riverfront Master Plan

East Dundee, Illinois

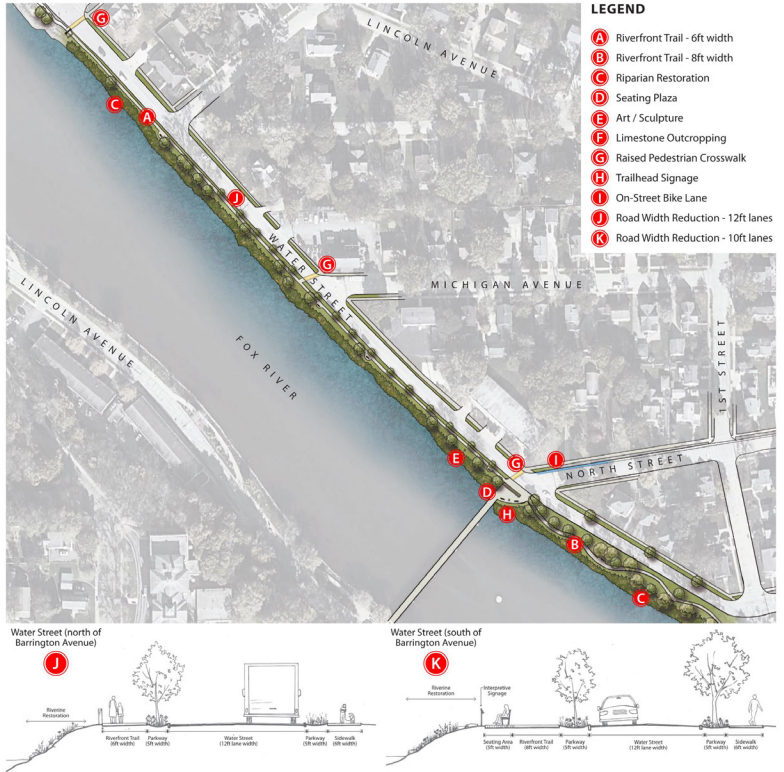


HITCHCOCK  
DESIGN GROUP  
creating better places

SCALE: 1"=200'

0' 50' 100' 200'

ISSUE DATED: October 24, 2023  
All drawings are preliminary and subject to change.  
© 2023 Hitchcock Design Group

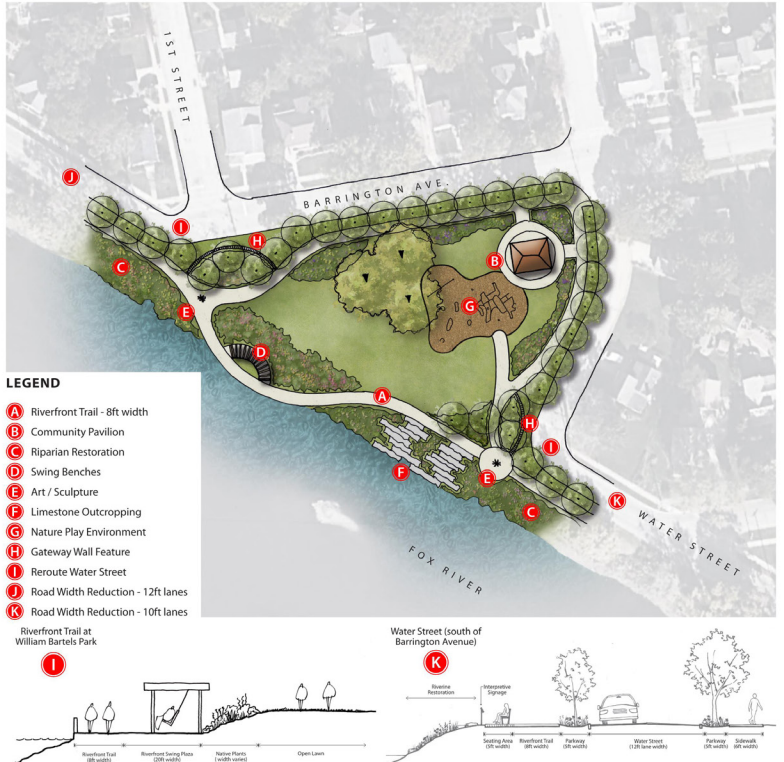




# Water Street - North Segment

## Riverfront Master Plan

East Dundee, Illinois





# William Bartels Park

## Riverfront Master Plan

East Dundee, Illinois





HITCHCOCK  
DESIGN GROUP  
creating better places

SCALE: 1"=100'

0' 25' 50' 100'

ISSUE DATED: October 24, 2023  
All drawings are preliminary and subject to change.  
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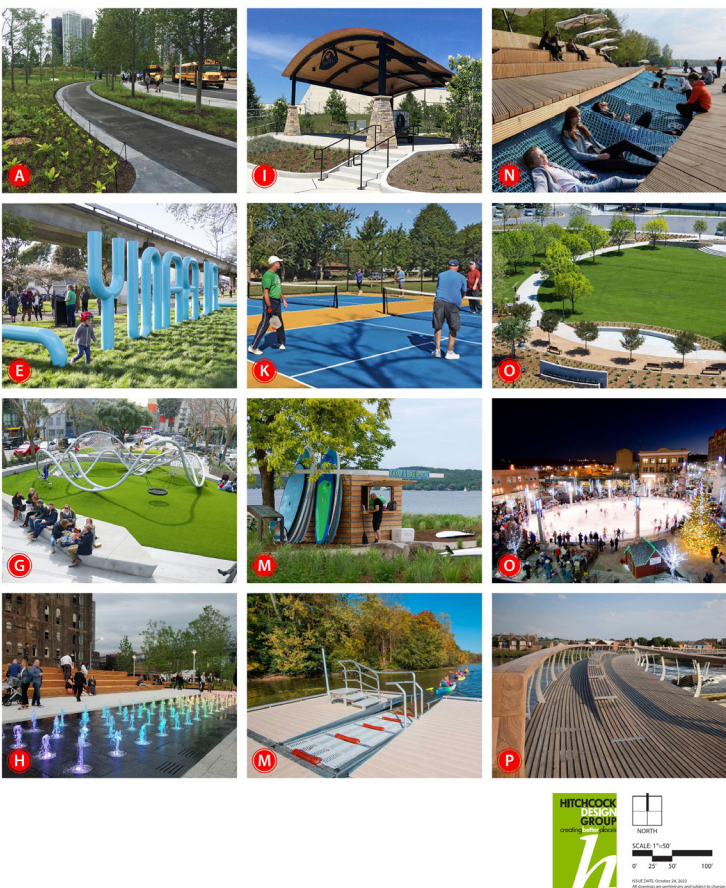
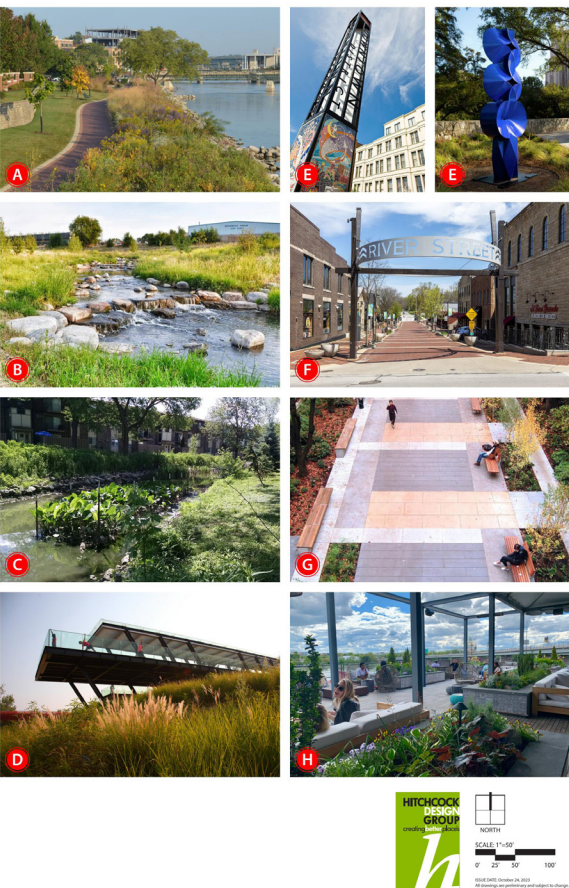
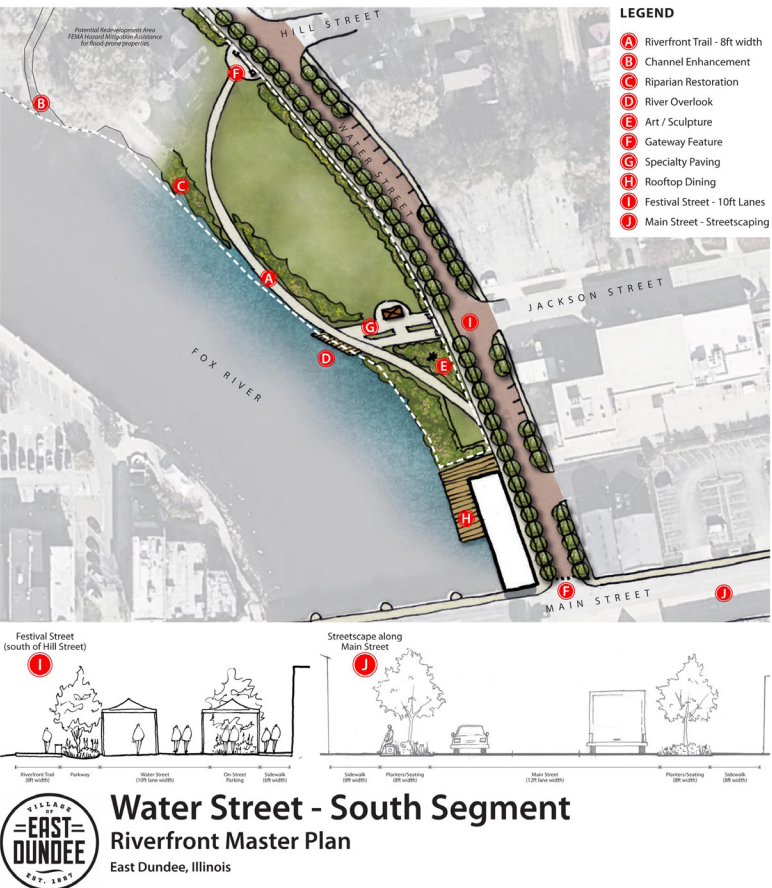
HITCHCOCK  
DESIGN GROUP  
creating better places

SCALE: 1"=100'

0' 25' 50' 100'

ISSUE DATED: October 24, 2023  
All drawings are preliminary and subject to change.  
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## Appendix J:



### Meeting Summary

Date: October 24, 2023  
Time: 4:30 PM  
Location: Rakow Center, 665 Barrington Ave., Carpentersville, IL 60110

Attendees: Phil Cotter, Village of East Dundee (VED)  
Lara Barnas, Hitchcock Design Group (HDG)  
Caitlin Osburn, HDG  
East Dundee Community Members (29 Attendees)

RE: East Dundee Riverfront Master Plan Community Meeting

**Purpose of Meeting:**  
Meeting to discuss the East Dundee Riverfront Master Plan and potential riverfront improvements with the community.

- Items discussed:**
1. Introductions
  2. HDG introduced East Dundee's planning area and project scope: referenced site planning area map and highlighted existing conditions
    - a. Planning area spans from Main Street Bridge to the BRIX on the Fox on S. Washington Street and at the old M&M factory property, connecting to Carpenter Park
  3. HDG introduced Analyze and Connect Phases
    - a. Performed inventory of the corridor
    - b. Reviewed jurisdictional constraints
    - c. Performed site analysis mapping
    - d. Established goals and objectives with East Dundee
      - i. Build upon natural beauty of the Fox River
      - ii. Enhance environmental aspects of the river and watershed
      - iii. Expand recreation opportunities, active/passive, land/water-based
      - iv. Improve connectivity along the river and to Downtown
      - v. Evaluate opportunities for vehicular/pedestrian calming and circulation
      - vi. Establish a riverfront identity/brand that is unique to East Dundee
    - e. Public Engagement: Online survey
    - f. Public Engagement: Stakeholder focus groups
    - g. Public Engagement: Community open house
  4. HDG introduced Envision Phase
    - a. Alternative framework plans were introduced
    - b. Presented segments of the master plan
      - i. Water Street – North Segment
      - ii. William Bartels Park
      - iii. Water Street – South Segment
      - iv. Haeger Property Redevelopment

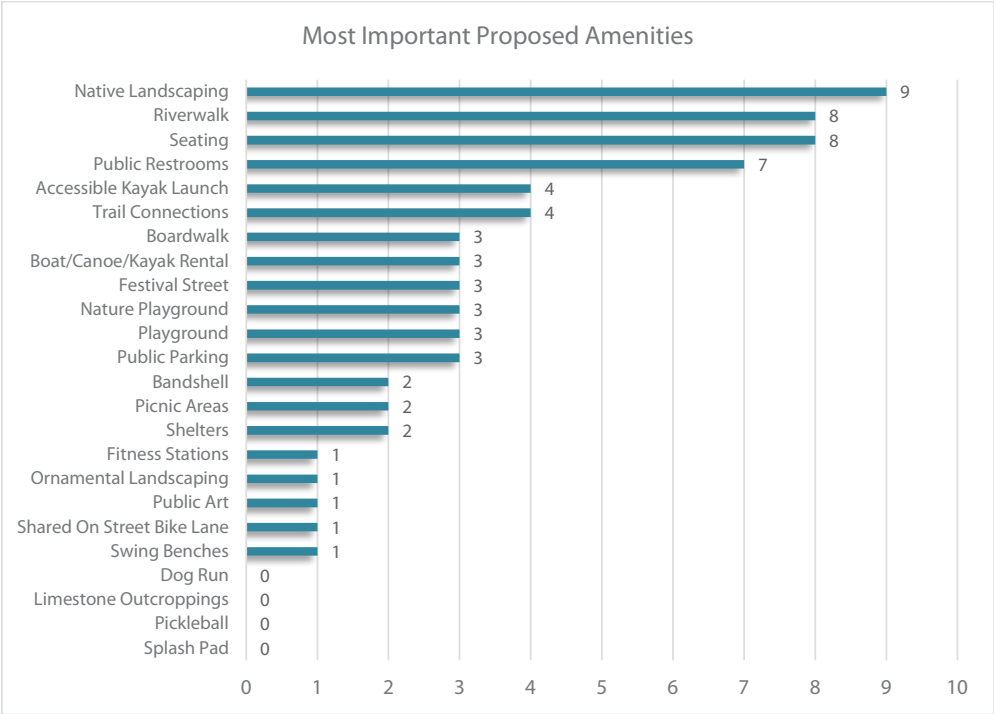
Planning  
Landscape Architecture

J:\Projects\Alpha\East Dundee, Village of\Riverfront Master Plan\02 Project Management\01 Meeting Notes\mtg sum 20231024 East Dundee Riverfront Community Input.docx





5. Participants were asked to select the most important amenities that they would like to see in the Master Plan. Those amenities are quantified below.



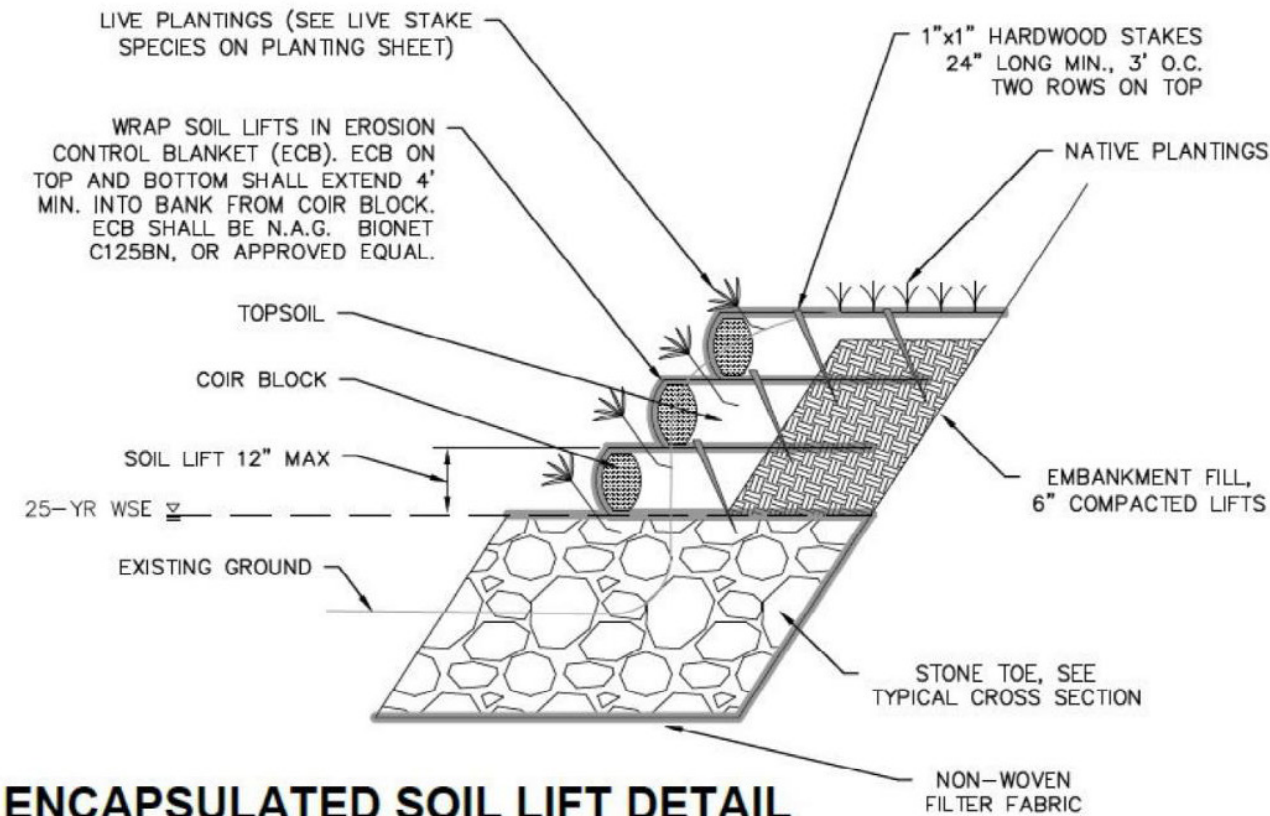
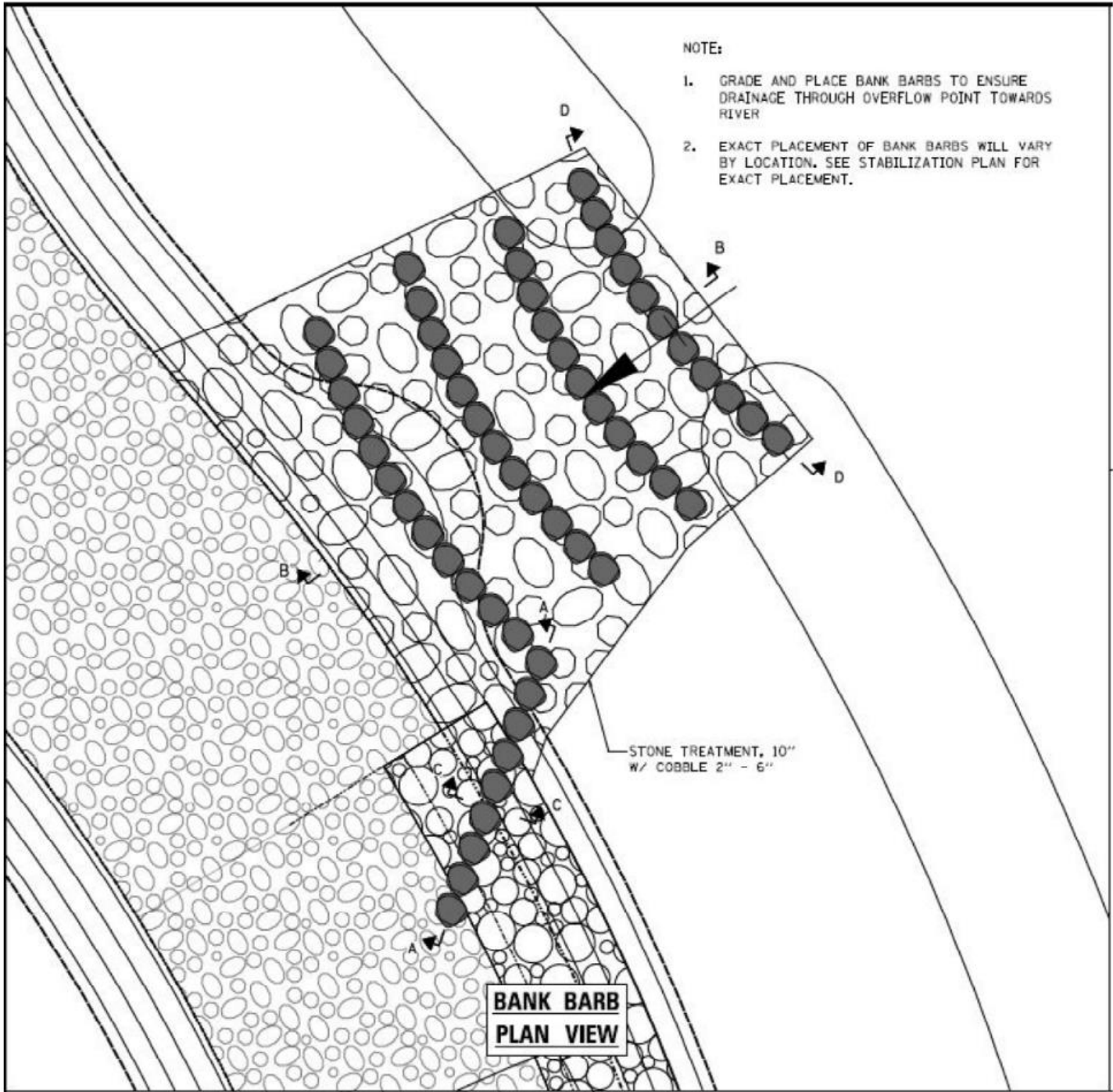
6. Participants were asked to write down all their comments and suggestions for the Village's future relating to the East Dundee Riverfront Master Plan. HDG staff organized the responses into the following categories:
- a. Water Street Improvements and Impacts to Local Businesses
    - i. Concerns with closing Water Street and its effect on local businesses
    - ii. Speed on Water Street is a concern. No police enforcement
    - iii. Semi-trucks are a concern on Water Street. Community recommended the trucks to be re-routed
    - iv. Loss of parking for local businesses with potential improvements is a concern
    - v. Noise level increase with potential improvements for street festivals
    - vi. Removal of private businesses is a concern
  - b. Haeger Property Redevelopment
    - i. Potential for open space
    - ii. Minimize multi-family development
    - iii. The building/facility needs to be redeveloped
  - c. Park Amenities
    - i. Shelter with game tables
    - ii. Coffee machines or potential coffee shops
    - iii. Add bike pathways



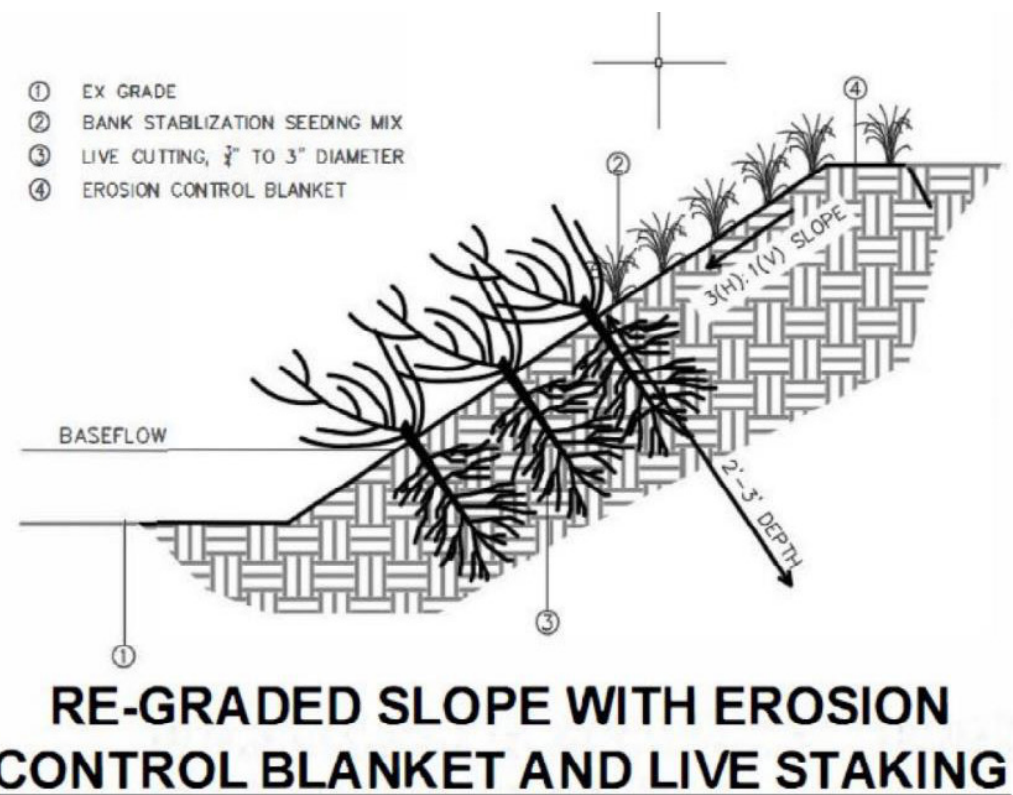
7. Community Comments
- a. The creek that flows into the Fox River near Railroad Street is called Macintosh Creek
  - b. One owner of the properties at Water Street near the intersection of Jackson stated that he had not seen the plans prior to this meeting, and his property is shown to be removed. He had asked for clarification on the schedule and what the plans were with the potential impacts to his property and that he was not in favor of having to be relocated.
  - c. VED had expressed that these master plans are estimated to be implemented over 5, 10, or even 20 years and are dependent on funding and community approval.
  - d. VED had stated that there are mandated public works improvements that are a high priority that will have to be considered along with these potential improvements.
  - e. Community members had expressed a need for parking for the new parks and expanded parks. VED had stated that there were plans to provide adequate parking for the parks improvements.
  - f. Funding for the projects was a concern of the residents and VED had stated that the taxes would not increase for the park improvements and that the funding source would be through grants.
  - g. Concerns were raised about the lack of policing on Water Street and that traffic calming that was shown on the plans would not be enough to address the speeding. VED stated that they would raise their concerns with the East Dundee Police.
  - h. There was a request for continued maintenance of the waterfront vegetation. VED confirmed that it would remain.
  - i. A community member recommended making Water Street one-way in the South Segment plans.

cc: Attendees;



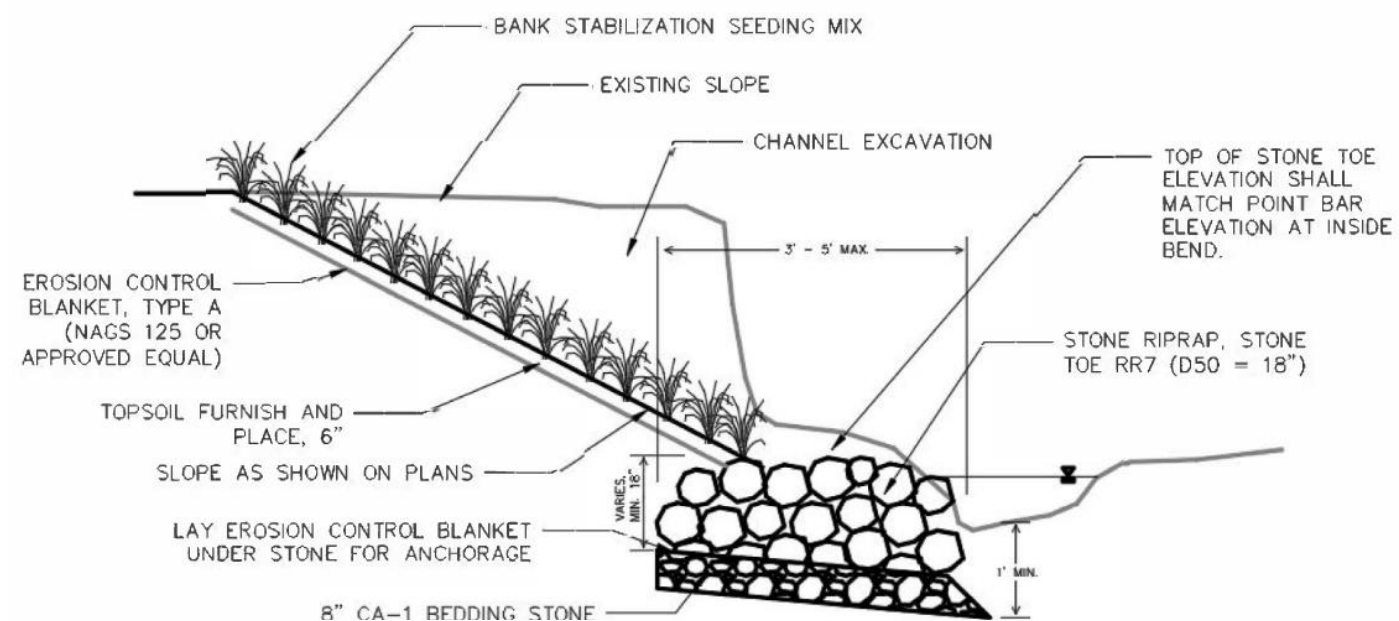
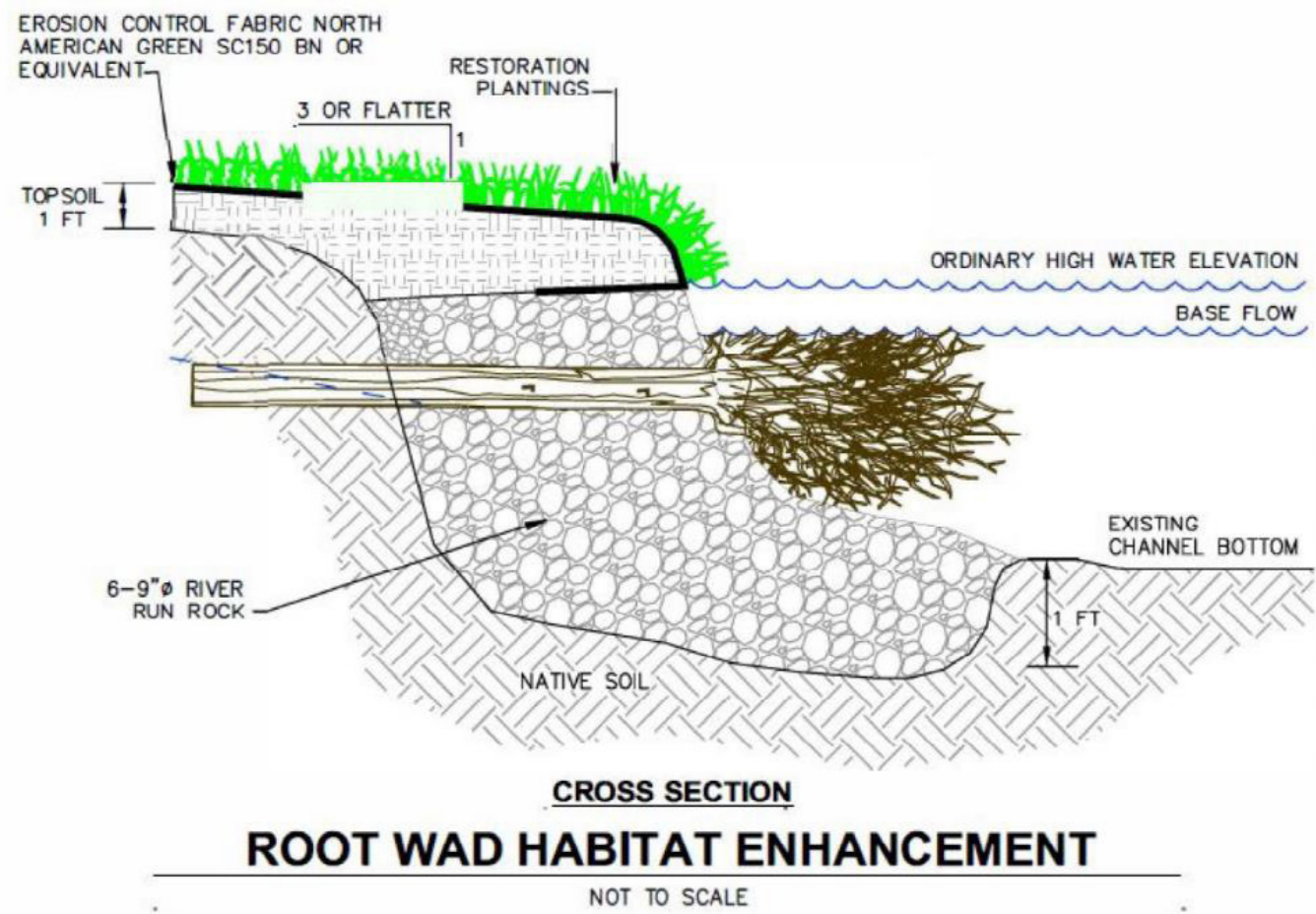


N.T.S.





Appendix K:



Stone Toe





**Village of East Dundee**

120 Barrington Ave.

East Dundee, IL 60118

<https://eastdundee.net/>



## Memorandum



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

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

**Subject:** Downtown Parking Garage Design Options

**Date:** April 15, 2024

---

### **Action Requested:**

Staff requests Village Board direction on two proposed design options for the commercial space and parking garage to be constructed at 110 N. River St. in downtown East Dundee.

### **Summary:**

At the February 19, 2024, Village Board meeting the Village Board reviewed proposals for the proposed parking garage in downtown East Dundee. The Board provided direction to move forward with the proposal that included commercial space along the River St. frontage.

Since that time, staff has been working with McHugh Construction and Desman Architects to come up with a final design for the garage. Attached to this memo are two options for review. Staff is requesting one of the two be selected for the final design. Also, if there is any additional feedback or any last additions or revisions to be made to the design. Once the design is approved, McHugh will proceed with costing out the proposed design and the construction contract with final numbers will be on the May 6, 2024 meeting for review and approval.

The design attached provides for 6,080 square feet of commercial space and 132 parking spaces (125 standard spaces, 5 ADA spaces and 2 electric vehicle charging spaces).

The construction timeline for the project has a target groundbreaking date of July 2024 with substantial completion in the late fall of 2024 and final site restoration in early spring 2025.

### **Attachments:**

Design Proposal





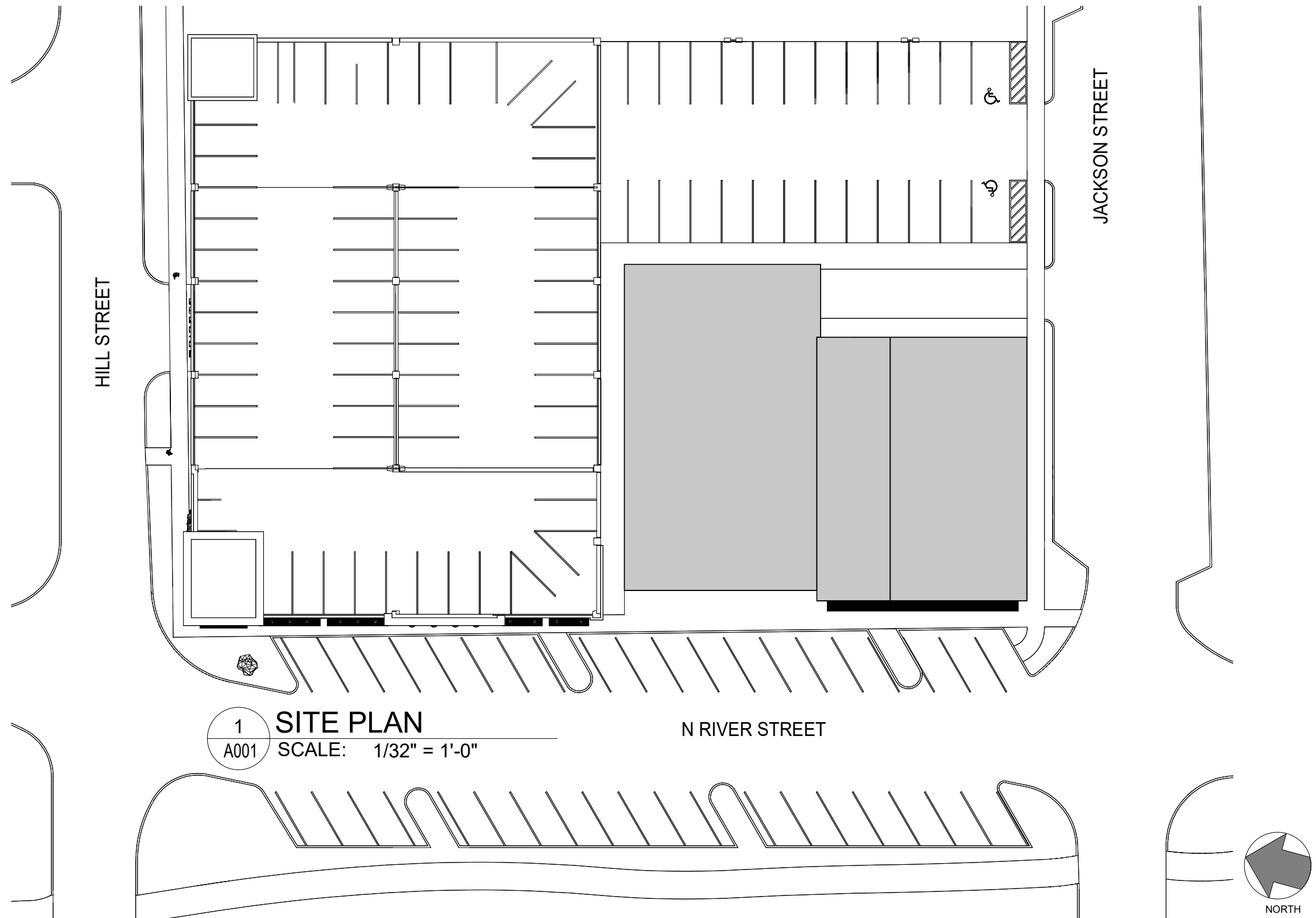
## EXISTING CONDITIONS

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

DESMAN



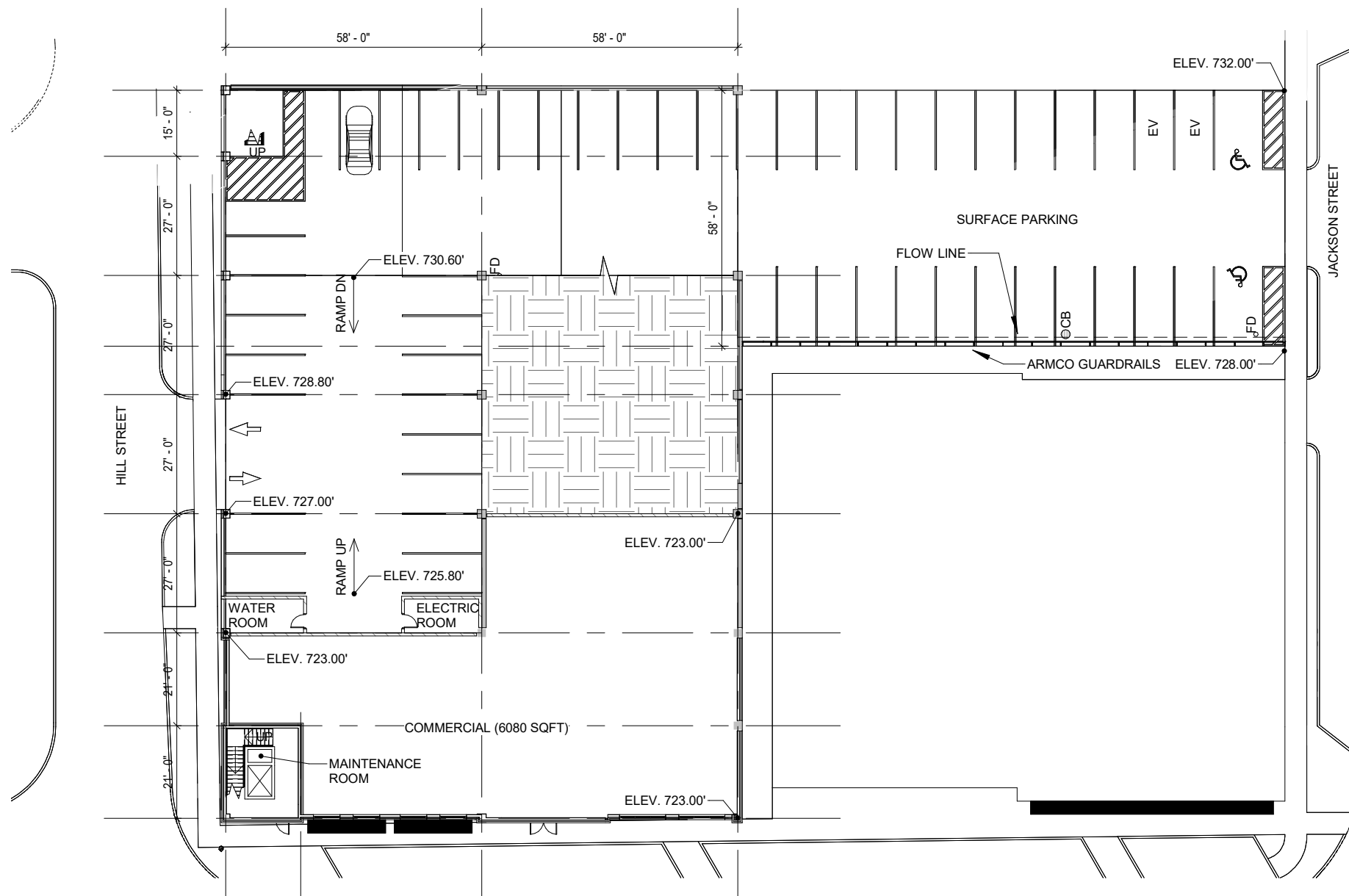
## SITE PLAN

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

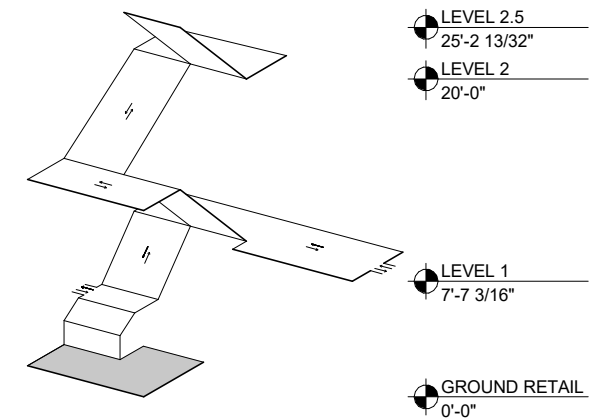
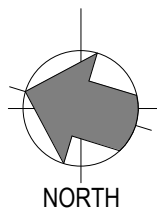
04/15/24

DESMAN



1  
A101

**LEVEL 1 PLAN**  
SCALE: 1/32" = 1'-0"



Parking Count				
Level	STND	ADA	EV	Total
Level 1	46	2	2	50
Level 2	61	3	-	64
Level 2.5	18	-	-	18
Total	125	5	2	132

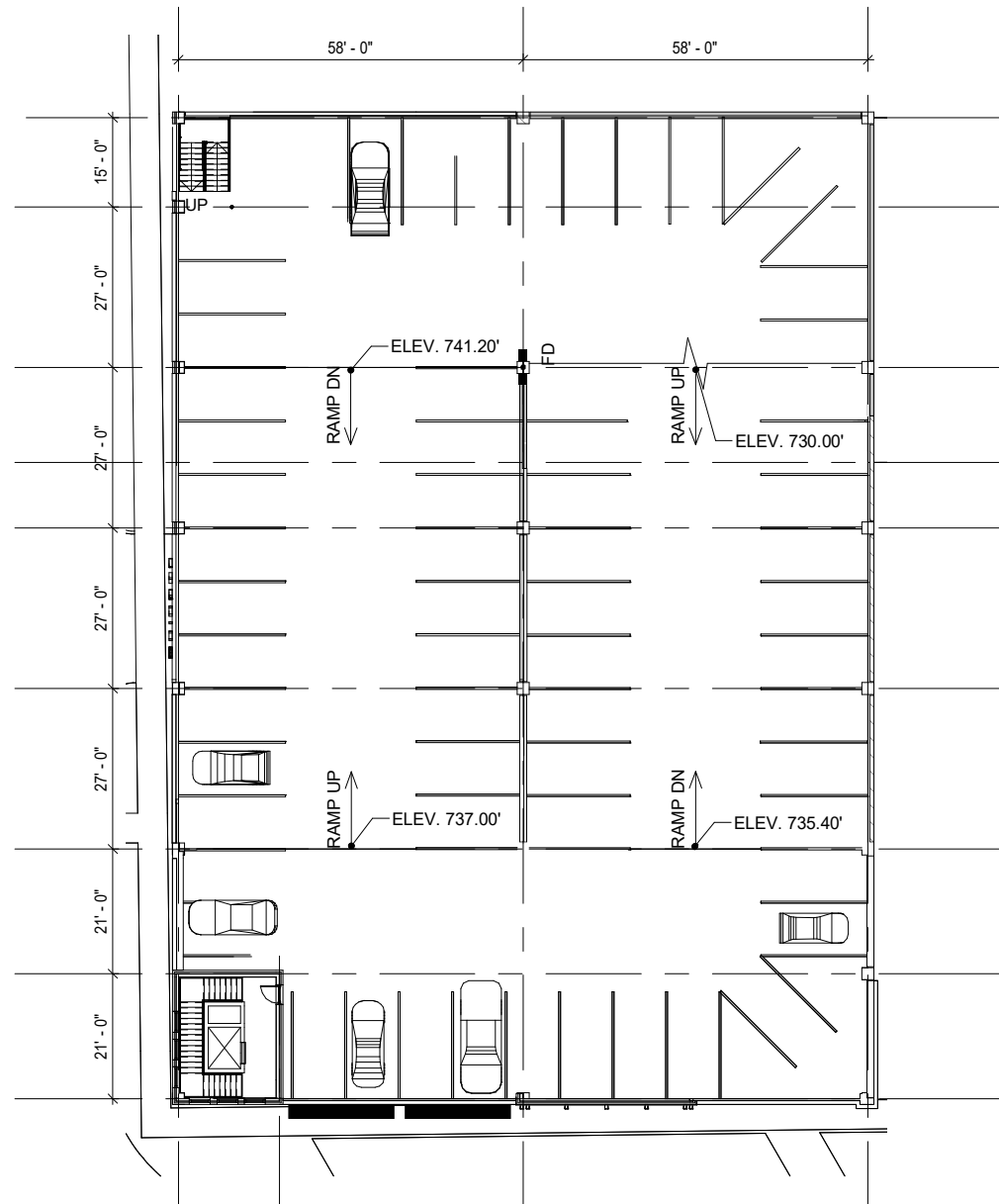
## LEVEL 1 PLAN

### PARKING STRUCTURE

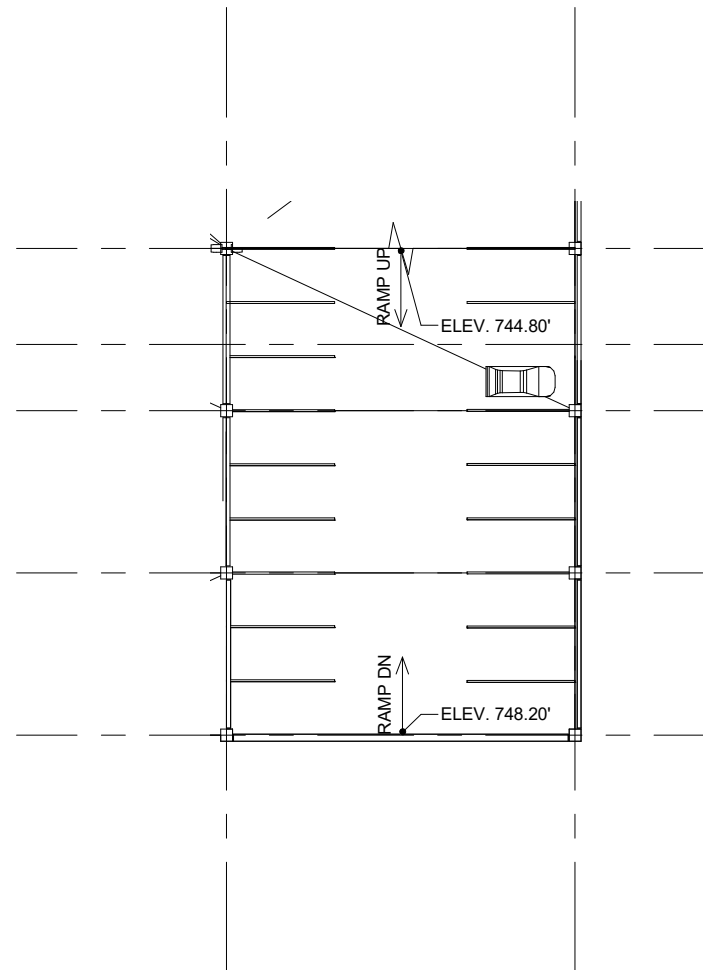
100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

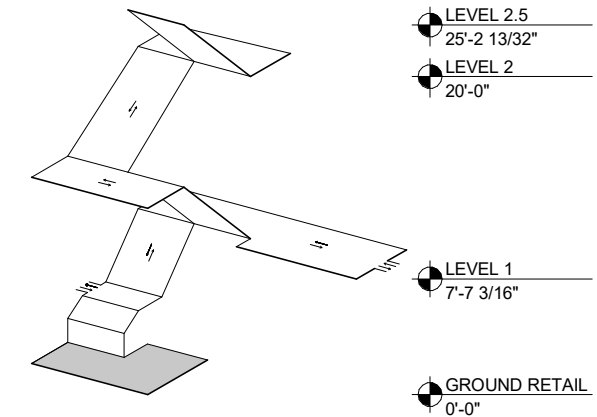
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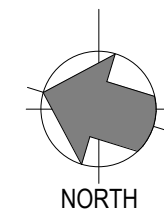
1 LEVEL 2 PLAN  
A102 SCALE: 1/32" = 1'-0"



2 LEVEL 2.5 PLAN  
A102 SCALE: 1/32" = 1'-0"



Parking Count				
Level	STND	ADA	EV	Total
Level 1	46	2	2	50
Level 2	61	3	-	64
Level 2.5	18	-	-	18
Total	125	5	2	132



## LEVEL 2 PLAN

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

DESMAN





## CONCEPT A WEST FACADE

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

DESMAN





## CONCEPT A ELEVATOR TOWER

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

DESMAN





## CONCEPT A AERIAL VIEW

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

DESMAN





## CONCEPT B WEST FACADE

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

DESMAN





## CONCEPT B ELEVATOR TOWER

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

DESMAN





## CONCEPT B AERIAL VIEW

### PARKING STRUCTURE

100 N RIVER STREET, EAST DUNDEE, IL 60118

04/15/24

DESMAN



## Memorandum



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

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

**Subject:** PZHC Recommendations Regarding Electronic Attendance

**Date:** April 15, 2024

---

### **Actions Requested**

- 1) The Planning, Zoning & Historic Commission and staff recommend Village Board approval of a resolution adopting the electronic attendance at village meetings policy.
- 2) The Planning, Zoning & Historic Commission and staff recommend Village Board approval of an ordinance amending Section 30.20 of the Village Code regarding teleconferencing into meetings.

### **Summary**

At the March 7, 2024 regular scheduled PZHC meeting, the PZHC discussed attendance issues among commissioners. The Chair of the PZHC and staff communicated the consequences of canceled meetings due to not achieving quorum and its impact it has on the business community and Village expenses. At the March 18, 2024 meeting, the Board passed a resolution which changes the PZHC's start time to 6:30 p.m. commencing at their May 2, 2024 meeting.

Additionally, at the March 7, 2024 PZHC meeting, the PZHC recommended the Village Board of Trustees approve an ordinance to allow the PZHC commissioners to telephonically participate in a meeting in order to increase the rate of achieving quorum. This would be similar to what the Village Board of Trustees practice.

The Village Attorney advised that Section 30.20 of the Village Code is antiquated and it be amended after adopting a resolution on an electronic attendance meeting policy. By doing so, the Village Board and its subsidiary bodies will all be able to utilize the electronic attendance policy as provided in the open meetings act. The policy also includes "unexpected childcare obligations" as a qualifying reason to request electronic attendance.

### **Notable Changes in Procedure with New Electronic Attendance Policy**

- 1) Currently, the Board has been motioning to permit a member to telephonically attend a meeting. This policy only requires a motion for an objection to the authorization by the presiding officer. Section IV(B) states the following:



*...After establishing that a quorum of the Public Body is physically present at the meeting at which a member has requested to attend electronically, the presiding officer shall state that (i) a notice was received by a member of the Public Body in accordance with this Policy, and (ii) the member will be deemed authorized to attend the meeting electronically unless a motion objecting to the member's electronic attendance is made, seconded, and approved by two-thirds of the members of the Public Body physically present at the meeting...*

- 2) The new policy provides a "Form of Notice" for a member to complete and provide the notice to the Village Clerk as cited in Section IV(A):

*Notice to the Clerk. The member must notify the Village Clerk in writing at least four hours prior to the meeting in which the member desires to attend electronically, unless advance notice is impractical. The notice shall be substantially in the form attached to this Policy as **Appendix A** and shall identify the reason the member cannot be physically present at the meeting in accordance with Section III of this Policy.*

*If the member is unable to give the required written notice prior to the meeting, the member shall notify the Clerk by other means prior to the meeting and shall submit the required written notice as soon as practicable following the meeting.*

### **Attachments**

Resolution adopting electronic attendance at meetings policy with attachment

Ordinance amending Section 30.20 of the Village Code regarding remote attendance

RESOLUTION NUMBER \_\_-24

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS, ADOPTING  
THE ELECTRONIC ATTENDANCE AT VILLAGE MEETINGS POLICY**

**WHEREAS**, pursuant to Public Act 94-1058, the Illinois General Assembly amended the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. ("**Act**"), concerning, among other things, electronic attendance at meetings of public bodies; and

**WHEREAS**, the Village adopted a policy by ordinance authorizing members of the Village Board to attend meetings electronically; and

**WHEREAS**, the Village now desires to update its policy authorizing members of all public bodies to attend meetings electronically, which policy will apply to all public bodies of the Village that are subject to the Act ("**Electronic Attendance Policy**"); and

**WHEREAS**, the Village has determined that it will serve and be in the best interest of the Village and its residents to adopt the Electronic Attendance Policy pursuant to this Resolution;

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

**SECTION 2: Adoption of Electronic Attendance Policy.** The President and Board of Trustees of the Village adopts the Electronic Attendance Policy in substantially the form attached to this Resolution as ***Exhibit A***; and

**SECTION 3: 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 4: Repeal.** All resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

**SECTION 5: 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 April, 2024, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSTAIN:

ABSENT:

**APPROVED** by me this \_\_\_\_ day of April, 2024.

---

Jeff Lynam, Village President

**ATTEST:**

---

Katherine Diehl, Village Clerk



**EXHIBIT A**

**ELECTRONIC ATTENDANCE AT VILLAGE MEETINGS POLICY**

**(attached)**

## VILLAGE OF EAST DUNDEE

### ELECTRONIC ATTENDANCE AT VILLAGE MEETINGS POLICY

#### I. Background and Purpose.

The Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* (the "Act"), requires that the actions of public bodies be taken openly and that their deliberations be conducted openly, except for certain limited circumstances that permit closed meetings. Section 7 of the Act provides that if a quorum of members of a public body is physically present, the public body may allow a member of the body to attend the meeting by a means other than physical presence subject to certain requirements and restrictions and to the extent allowed by rules adopted by the public body. See, 5 ILCS 120/7. This Policy is intended to adopt certain rules and procedures for attendance at meetings by video or audio conference by members of the Village Council and members of the Village's Subsidiary Bodies consistent with Section 7 of the Act.

#### II. Definitions.

**"Electronic Attendance"** shall mean the attendance at a meeting of a Public Body by a member of that Public Body who is not physically present at the meeting but attends by either video or audio conference.

**"Public Body"** shall mean the Village Board of Trustees and all Subsidiary Bodies of the Village.

**"Subsidiary Body"** shall mean all Village boards, commissions, committees, or councils other than the Village Board of Trustees, including, without limitation, the Planning, Zoning, and Historic Commission, the Depot Council, and the Arts Council.

#### III. Member Qualifications for Electronic Attendance.

A member of a Public Body is qualified to attend a meeting of that Public Body electronically only if the member is physically prevented from attending the meeting by:

- (1) personal illness or disability;
- (2) employment purposes or the business of the public body;
- (3) a family or other emergency; or
- (4) unexpected childcare obligations.

#### IV. Procedures for Authorizing Electronic Attendance.

The following procedures are required before a member of a Public Body is authorized to attend electronically a meeting of that Public Body:

- A. Notice to the Clerk. The member must notify the Village Clerk in writing at least four hours prior to the meeting in which the member desires to attend electronically, unless advance notice is impractical. The notice shall be substantially in the form attached to this Policy as **Appendix A** and shall identify the reason the member cannot be physically present at the meeting in accordance with Section III of this Policy. If the member is unable to give the required written notice prior to the meeting, the member shall notify the Clerk by other means prior to the meeting and shall submit the required written notice as soon as practicable following the meeting.
- B. Determination of Authorization of Electronic Attendance. Upon receipt of notice in accordance with Subsection IV.A, the Clerk shall promptly forward the notice to the presiding officer of the Public Body. After establishing that a quorum of the Public Body is physically present at the meeting at which a member has requested to attend electronically, the presiding officer shall state that (i) a notice was received by a member of the Public Body in accordance with this Policy, and (ii) the member will be deemed authorized to attend the meeting electronically unless a motion objecting to the member's electronic attendance is made, seconded, and approved by two-thirds of the members of the Public Body physically present at the meeting. If no such motion is made and seconded or if any such motion fails to achieve the required vote by the members of the Public Body physically present at the meeting, then the request by the member to attend the meeting electronically shall be deemed approved by the Public Body and the presiding officer shall declare the requesting member present. After such declaration by the presiding officer, the question of a member's electronic attendance may not be reconsidered.

**V. Special Rules for Meetings Involving Electronic Attendance.**

A meeting of a Public Body at which any member has been authorized to attend electronically in accordance with Section IV of this Policy must be conducted in accordance with the following special rules, in addition to any other applicable rules and procedures of the Public Body:

- A. Roll Call and Quorum. A quorum of the Public Body must be physically present at the meeting. Following the call of the roll, and at the conclusion of the procedures set forth in Section IV.B of this Policy, the presiding officer shall identify each member who is attending the meeting electronically.
- B. Identification and Recognition of Electronic Attendees. Any member attending electronically must identify himself or herself each time the member wishes to speak and must be recognized by the presiding officer prior to addressing matters before the Public Body.
- C. Public Access to Meeting. The speech of a member attending electronically shall be amplified in such a manner that it shall be generally audible to members of the Public Body and the public who are physically present at the meeting. Also, any video image of a member attending electronically shall be projected in such a manner that the member's video image shall be generally visible and audible to members of the Public Body and the public who are physically present at the meeting. In addition, the votes of any member of the Public Body attending electronically shall be generally audible at the location where such meeting is being held and expressly acknowledged by the presiding officer. When a member



attends a closed meeting electronically, the member's speech shall be generally audible to all members of the Public Body who are physically present at the meeting, and the audio recording of the meeting required by the Act shall incorporate the speech of the member electronically attending the closed meeting.

- D. Minutes. The minutes of each meeting of a Public Body shall identify which of the members of the Public Body were physically present and, if applicable, which members of the Public Body attended electronically. The minutes shall also reflect the reason for a member's attendance electronically (as described in Section III of this Policy), the fact that there was no valid objection to such attendance pursuant to this Policy, and the electronic means by which the member attended the meeting.

**VI. Effect of Electronic Attendance.**

A member attending a meeting of a Public Body electronically shall be considered present at the meeting and entitled to vote on any matter before the Public Body as if the member were physically present at the meeting, provided that the member's attendance at the meeting electronically complies with the terms of this Policy.

**VII. Emergency and Disaster Situations.**

In the event of a bona fide disaster, as defined in the Illinois Emergency Management Agency Act, 20 ILCS 3305/1 *et seq.* ("**IEMAA**"), this Policy shall not apply to restrict the conduct of public business by a Public Body, provided such public business is conducted in accordance with Subsection 10(j) of the IEMAA.

**Appendix A**

**Form of Notice**

I, \_\_\_\_\_, am a member of the \_\_\_\_\_, a Public Body. In accordance with Subsection IV.A of the Village's "Electronic Attendance at Village Meetings Policy," I am submitting this notice evidencing my desire to electronically attend the \_\_\_\_\_, 20\_\_, meeting of the Public Body. I am physically prevented from attending that meeting due to one or more of the following circumstances:

- ☐ Personal illness or disability.
- ☐ Employment purposes or the business of the public body.
- ☐ A family or other emergency.
- ☐ Unexpected childcare obligations

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

Signature:

\_\_\_\_\_

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

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE  
COUNTIES, ILLINOIS, AMENDING SECTION 30.20 OF THE VILLAGE OF EAST  
DUNDEE VILLAGE CODE REGARDING TELECONFERENCING INTO MEETINGS**

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

**WHEREAS**, the Village desires to amend the Village of East Dundee Village Code ("***Village Code***") to allow all public bodies of the Village to attend public body meetings electronically, under certain limited circumstances; and

**WHEREAS**, the President and Board of Trustees have determined it to be in the best interest of the Village to amend the Village Code to allow all public bodies to attend public body meetings electronically, under certain limited circumstances; and

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

**SECTION 1: Incorporation.** That the recitals above shall be and are hereby incorporated as Section 1 as if restated herein.

**SECTION 2: Amendment.** Section 30.20 of the Village Code, entitled "Teleconferencing Policy" is hereby amended to read as follows, with additions in **bold and double underlined** and deletions ~~struck through~~:

**"§ 30.20 TELECONFERENCING POLICY.**

(A) *Teleconferencing meetings.* The preferred procedure for meetings of the Board of Trustees is that all Trustees be physically present at the designated time and location within the village for the meeting; however, physical presence may be waived and a Trustee may participate in a meeting of the Board of Trustees ~~by teleconference as provided in this section. A Trustee participating by teleconference shall be deemed to be present at the meeting for all purposes.~~ **pursuant to the Electronic Attendance at Village Meetings Policy adopted by Resolution.**

~~(B) *Teleconference procedures.*~~

~~(1) A Trustee who cannot be physically present for a regularly scheduled meeting of the Board of Trustees shall notify the Village Clerk immediately as such. A vote must then be taken by the Board of Trustees to authorize the absent Trustee to attend via teleconference. If the number of Trustees appearing by teleconference needs to be limited, those Trustees who have notified the Village Clerk first will be permitted to appear by teleconference.~~



- (2)(B) In the event the Village President wishes to appear at the scheduled meeting telephonically, a Mayor pro tem will be appointed to preside over the meeting and the Village President will participate in the meeting, but no preside over the meeting.
- (3) ~~The means used to facilitate a teleconference meeting of the Board of Trustees must enable each Trustee appearing telephonically to clearly hear all other Trustees and members of the public attending the meeting as well as be clearly heard by all other Trustees and members of the public.~~
- (4) ~~The Village Clerk shall note in the journal of the proceedings of the Board of Trustees all Village Trustees appearing telephonically.~~
- (5) ~~No more than two Trustees may attend a scheduled meeting of the Board of Trustees telephonically. A quorum must be present at the meeting.~~
- (6)(C) Payment of meeting fee is not permitted for Trustees attending meetings of the Board of Trustees telephonically.
- (7) ~~A Trustee may be permitted to attend a meeting of the Village Board via teleconference where the member is prevented from physically attending because of personal illness or disability, employment purposes or the business of the public body, or a family or other emergency.”~~

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

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

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

**ATTEST:**

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



# PROCLAMATION

## ARBOR DAY

**April 26, 2024**

**WHEREAS**, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

**WHEREAS**, trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE, I, JEFF LYNAM**, President of the Village of East Dundee, do hereby proclaim April 26, 2024 as Arbor Day in the Village of East Dundee, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

**Further**, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**IN WITNESS, THEREOF**, I have hereto set my hand officially and caused to be affixed the seal of the Village of East Dundee, this 15th day of April 2024.



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Jeff Lynam,  
Village President