



## PRESIDENT AND BOARD OF TRUSTEES

### Regular Meeting

Monday, December 6, 2021

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 Roll Call
2. Pledge of Allegiance
3. Public Comment  
Agenda items only – Please keep comments to 5 minutes or less
4. Consent Agenda
5. Agenda
  - a. Motion to Give Advice and Consent to the Appointment by the Village President of Erika Storlie to the Office of Village Administrator for a Term Through April 30, 2025, and Until Her Successor is Appointed and has Qualified
  - b. [Motion to Approve an Ordinance Approving an Employment Agreement with the Village Administrator \(Erika Storlie\)](#)
  - c. Swearing in of Village Administrator Erika Storlie
  - d. [Motion to Approve a Resolution Adding Erika Storlie as an Authorized Signatory on Certain Bank Accounts of the Village of East Dundee](#)
  - e. Motion to Accept Resignation of Trustee Scott Andresen and Give Advice and Consent to the Appointment by the Village President of Andy Sauder to the Office of Village Trustee, to Fill the Seat Vacated by Scott Andresen, for a Term through May 1, 2023, and Until Their Successor is Elected and has Qualified
  - f. Swearing in of Village Trustee Andy Sauder
  - g. Discussion and Motion to Approve Dates for the St. Patrick's Day Parade (March 12, 2022) and Fireworks (March 19, 2022)
  - h. [Discussion and Consideration of an Ordinance Amending the Number of Video Gaming Permits \(Black and Gray Brewing Co.\)](#)
  - i. [Motion to Approve Change Order No. 1, which revises the project completion date to](#)

- May 31, 2022, and increases the contract price to \$669,215.00, for the Route 25 Water Tower Repainting and Rehabilitation Project
- j. Motion to Approve a Resolution Approving an Independent Contractor Agreement between the Village of East Dundee and Hughes Environmental Consulting, Inc. for Wastewater Operator Services
  - k. Motion to Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022 for the Village of East Dundee
  - l. Motion to Approve a Resolution Establishing the Regular Meeting Dates and Committee of the Whole Meeting Dates for the Board of Trustees and Establishing the Planning and Zoning and Historic Commission Meeting Dates for the Village of East Dundee for the Calendar Year 2022
6. Financial Reports
- a. Warrants List \$228,813.31
7. Village President and Board Reports
8. Staff Reports
9. Public Comment – Please keep comments to 5 minutes or less
10. Executive Session
- Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel, (c)(5) Acquisition of Property and (c)(6) Sale of Property.
11. Adjournment

**ORDINANCE NUMBER 21 - \_\_**

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK  
AND KANE COUNTIES, ILLINOIS, APPROVING AN  
EMPLOYMENT AGREEMENT WITH THE VILLAGE ADMINISTRATOR  
(ERIKA STORLIE)**

**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 President has appointed Erika Storlie to the office of Village Administrator and the Board of Trustees have given advice and consent to the appointment; and

**WHEREAS**, the Village President and Board of Trustees desire to approve the "Employment Agreement for the Village Administrator" attached hereto as **EXHIBIT A**, and made a part hereof, by and between the Village and Village Administrator Storlie ("Employment Agreement"), which sets forth the terms of Village Administrator Storlie's employment with the Village; and

**WHEREAS**, the Village has the authority to approve the Employment Agreement pursuant to its home rule authority and 65 ILCS 5/8-1-7(b); and

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

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

**SECTION 1: Incorporation.** That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

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

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

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

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

**ADOPTED** this 6th day of December, 2021 pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this 6th day of December, 2021.

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

**ATTEST:**

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

Published in pamphlet form this \_\_\_\_ day of December, 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on December \_\_\_\_, 2021.

**EXHIBIT A**

**EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR**

(attached)

**VILLAGE OF EAST DUNDEE**  
**EMPLOYMENT AGREEMENT FOR THE VILLAGE ADMINISTRATOR**

This Employment Agreement is made as of the date written below, by and between the Village of East Dundee, Kane and Cook Counties, Illinois (hereinafter referred to as the "Village") and Erika Storlie, (hereinafter referred to as "Village Administrator").

In consideration of the mutual covenants and consideration set forth herein, the Village and Village Administrator agree as follows:

**I. TERM OF ENGAGEMENT**

The Village hereby engages the Village Administrator, for a term commencing December 13, 2021, and, subject to the terms and conditions hereof, until April 30, 2025 (the "Term"). The Village Administrator shall be considered an employee of the Village.

**II. SCOPE OF DUTIES**

A. The Village Administrator shall provide administrative services to the Mayor, Trustees and Village staff and shall advise Village officials on policy issues affecting all aspects of Village organization and operations, within the scope of her competence.

B. The Village Administrator shall act on behalf of the Mayor and Board of Trustees as an agent in supervising and directing Village staff in the performance of their duties. She shall advise and consult with Village officials regarding the hiring, assignment, promotion and firing of employees. The Mayor and Board of Trustees shall advise all Village officers and employees to cooperate with and assist the Village Administrator and to seek the advice of the Village Administrator on all administrative and policy questions before communicating with any elected official. Except in an emergency, no individual elected official shall issue any directive to any Village employee without first consulting with the Village Administrator. In case of any directive issued in an emergency, the elected official shall inform the Village Administrator of the circumstances at the first opportunity.

C. The Village Administrator shall attend all regular and special meetings of the Village Board, unless excused by the Board.

### **III. HOURS OF WORK**

The Village Administrator is expected to render full time hours associated with this position to accomplish her duties to the satisfaction of the Board. The Village Administrator and the Village agree that the Village Administrator is exempt from the protections of the FLSA and Illinois law, with respect to overtime.

### **IV. SALARY**

The Village shall pay the Village Administrator an annual salary of One Hundred Seventy Thousand Dollars (\$170,000), commencing December 13, 2021, for a period of twelve months, said salary to be increased on a date which is twelve (12) months from the commencement of the Term and every twelve (12) months thereafter during the Term of this Agreement in an amount to be determined by the Village. Said salary shall be paid in installments on the same schedule as Village payroll and accounts payable checks. The Village will provide the same fringe benefit package provided to other employees not covered by a collective bargaining agreement during this period and withhold federal income taxes, state income taxes, FICA taxes and IMRF withholdings as provided for other employees.

### **V. PROFESSIONAL ASSOCIATIONS**

The Village agrees to budget and pay the professional dues for the Village Administrator to maintain her membership in the International City/County Management Association ("ICMA") and the Illinois City/County Management Association ("ILCMA"). Further, the Village agrees to budget and pay for the Village Administrator's annual attendance at one (1) local and one (1) national conference each year during the Term. The expenses of the Village pursuant to this paragraph shall be subject to an annual maximum of Four Thousand Dollars (\$4,000.00).

### **VI. RETIREMENT PLAN**

The Village Administrator is entitled to participate in the Illinois Municipal Retirement Fund ("IMRF") retirement program as may be allowed by law.

### **VII. TERMINATION**

A. Basis for Termination. Notwithstanding anything to the contrary contained elsewhere in this Agreement, this Agreement shall terminate upon the occurrence of the following events: (i) the Village Administrator's death, (ii) the Village Administrator's resignation, or (iii) termination of the Village Administrator's employment pursuant to Section VII.B. below.

B. The President, with the advice and consent of the Board of Trustees of the Village may terminate this Agreement at any time, for any reason or no reason at all, in accordance with state law and Village ordinance. In the event the Administrator's employment is terminated without cause, any time after the first six (6) months of the term of this Agreement, the Village shall pay an amount equal to twenty (20) weeks' salary, plus all accrued employee benefits to which the Village Administrator is entitled under the personnel manual, provided the Village Administrator signs and does not revoke a mutually agreeable resignation and severance agreement and release of all claims as prepared by the Village Attorney. No severance pay shall be due the Village Administrator where the termination (i) occurs during the first six (6) months of the term of this Agreement; (ii) is based on the Village Administrator's conviction of a misdemeanor or felony charge in any way relating to the performance of her duties as Village Administrator; (iii) willful malfeasance or willful misconduct by the Village Administrator in connection with her employment; (iv) the Village Administrator's gross negligence in performing any of her duties under this Agreement; (v) the Village Administrator's intentional breach of any written policy applicable to all employees; or (vi) the Village Administrator's material failure to perform significant portions of her duties as Village Administrator or the material breach by the Village Administrator of any of the terms of this Agreement.

### **VIII. OTHER BENEFITS**

A. The Village Administrator, in accordance with the approved budget, shall be authorized to participate in and attend civic club functions, meetings, courses, institutes, seminars and conferences which are necessary and desirable for professional development.



B. The Village Administrator shall not be prohibited from teaching, writing, consulting or other self-employment activities not in conflict with her responsibilities to the Village set forth in this Agreement during the initial term of the same.

C. The Village will fund a health, dental and vision insurance policy(ies) for the Village Administrator and the Village Administrator may elect coverage for her family under the same terms as other non-union village employees.

D. The Village Administrator shall be entitled to twenty (20) business days paid vacation per year, earned and accrued in the same manner as other Village employees who are not covered by a collective bargaining agreement. This amount shall be increased to twenty-five (25) days per year after the completion of the first year of the Term of this Agreement. To the extent to which the Village Administrator does not use all of her accrued vacation time, the Village Board may, in its discretion, compensate the Village Administrator for days of accrued but unused vacation.

E. The Village Administrator shall accrue sick time in accordance with the Village's sick time policy schedule.

#### **IX. INDEMNIFICATION.**

To the extent permitted by law, the Village will defend, hold harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Village Administrator's duties and responsibilities as Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved gross negligence, willful, wanton or intentional conduct. The Village will indemnify the Village Administrator against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by the Village Administrator in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties. Any

settlement of any claim must be made with prior approval of the Village in order for indemnification, as provided in this Section, to be available.

The Village Administrator recognizes that the Village has the right to compromise and settle any claim or suit unless said compromise or settlement is of a personal nature to the Village Administrator. Further, the Village agrees to pay all reasonable litigation expenses of the Village Administrator throughout the pendency of any litigation to which the Village Administrator is a party, witness, or advisor to the Village arising out of an alleged act or omission occurring in the performance of Village Administrator's duties and responsibilities as Village Manager. Such expense payments will continue beyond the Village Administrator's service to the Village as long as litigation is pending.

**X. ENTIRE AGREEMENT**

This Employment Agreement contains the complete and entire agreement between the Village and the Village Administrator and supersedes all prior agreements and understandings, whether oral or written with respect to the Village Administrator's employment as Village Administrator with the Village. This Employment Agreement may be changed only by an agreement in writing signed by the Village Administrator and the Village.

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of December, 2021.

VILLAGE OF EAST DUNDEE

By \_\_\_\_\_  
Village Administrator

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

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



# Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

(847) 426-2822

[www.eastdundee.net](http://www.eastdundee.net)

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## **MEMORANDUM**

**TO:** Village President  
Village Board of Trustees

**FROM:** Brandiss J. Martin, Finance Director

**DATE:** December 6, 2021

**RE:** Designation of Bank Signatory

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### **Background**

With the appointment of Erika Storlie as Village Administrator, the Village must update the authorized signatories on the Village's bank accounts. To do so, the Village is required to approve a resolution authorizing a new signatory. This new appointment will effectively remove Jennifer Ramsay as a signatory on all bank accounts.

The Village Administrator should be added to the Village's accounts at following banking institutions:

- Amalgamated Bank
- Illinois Funds
- INB Bank
- US Bank

### **Recommendation**

It is the recommendation of Village staff that the Village Board of Trustees approve a resolution adding Village Administrator as authorized signatories on certain bank accounts of the Village of East Dundee, Illinois.

### **Attachments**

1. Resolution adding Village Administrator as authorized signatories on certain bank accounts of the Village of East Dundee, Illinois

Resolution No. \_\_\_\_\_

**A RESOLUTION ADDING ERIKA STORLIE AS AN AUTHORIZED SIGNATORY ON CERTAIN BANK ACCOUNTS OF THE VILLAGE OF EAST DUNDEE, ILLINOIS**

**WHEREAS**, the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”) is a duly organized and validly existing home-rule municipality and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and,

**WHEREAS**, Amalgamated Bank, Illinois Funds, Illinois National Bank (INB), and US Bank are hereby authorized to honor and pay checks to other orders for the payment of money drawn in the name of the Village of East Dundee when signed by an authorized individual; and,

**WHEREAS**, the President and Board of Trustees of the Village of East Dundee (the “*Corporate Authorities*”) desire to add Erika Storlie, Village Administrator, as an authorized signatory on the Village’s accounts held with Amalgamated Bank, Illinois Funds, Illinois National Bank (INB), and US Bank, to take effect as of December 13, 2021; and,

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

**Section 1.** Each of the recitals above is incorporated by reference in this Section 1.

**Section 2.** That the Corporate Authorities are hereby authorized to add Erika Storlie as an authorized signatory on the Village’s accounts held with Amalgamated Bank, Illinois Funds, Illinois National Bank (INB), and US Bank.

**Section 3.** That the Village Administrator and the Corporate Authorities are hereby authorized to execute any documents necessary to 1) add Erika Storlie as an authorized signatory on the Village’s accounts held with Amalgamated Bank, Illinois Funds, Illinois National Bank (INB), and US Bank.

**Section 4.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section 5.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 6th day of December 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 6<sup>th</sup> day of December 2021

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

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

**Village of East Dundee  
Memorandum**

**To:** Village President and Board of Trustees  
**From:** Katherine Diehl, Village Clerk  
**Subject:** Request for Additional Video Gaming License for Black and Gray Brewing, Co.  
**Date:** December 6, 2021

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The Village has received a request for a supplemental video gaming permit from Black and Gray Brewing, Co. located at 311 Barrington Avenue, Unit B, East Dundee, IL 60118, which is expanding its operations to the unit immediately next door. The Village Code restricts the number of supplemental video gaming permits, of which there are currently seventeen (17). A draft ordinance increasing the number of video gaming permits to eighteen (18) is attached.

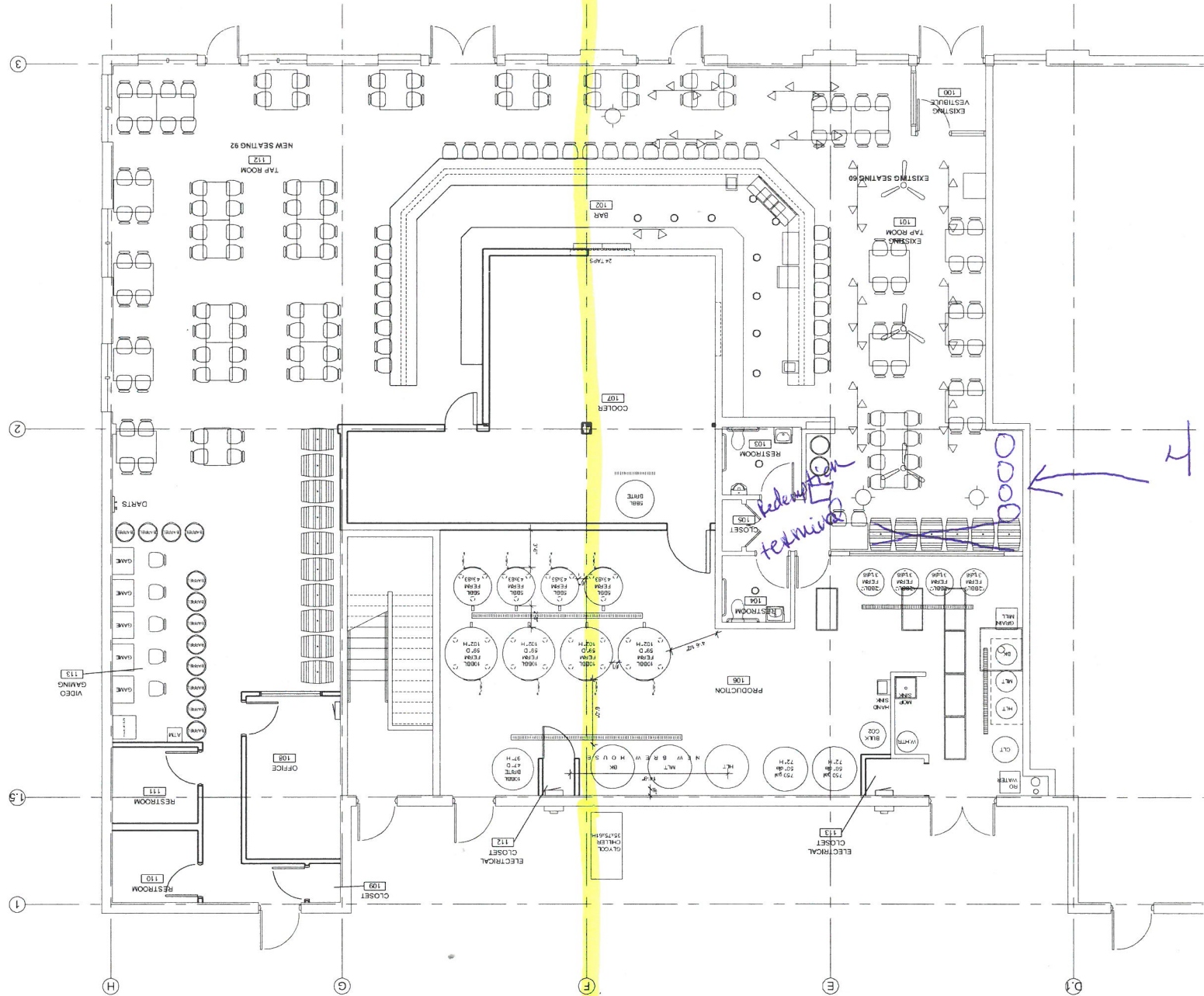
The applicant has successfully completed the video gaming permit application and will be in attendance to answer any questions you may have.

**Action Requested:** Discussion and consideration of an Ordinance Amending the Number of Video Gaming Permits (Black and Gray Brewing, Co.)

**Attachments:** Ordinance Amending the Number of Video Gaming Permits (Black and Gray Brewing, Co.)

# Currently Occupied Unit

# Expansion Unit



Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, ILLINOIS**  
**AMENDING THE NUMBER OF VIDEO GAMING PERMITS**  
(Black and Gray Brewing Co.)

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

**WHEREAS**, the Village has allowed video gaming terminals in the Village pursuant to the Video Gaming Act (230 ILCS 40/1 et seq.) and Section 116.05 of the Village Code restricts the number of supplemental video gaming permits, of which there are currently seventeen (17) through the passage of Ordinance 21-27; and,

**WHEREAS**, the Village has received a request for a supplemental video gaming permit from Black and Gray Brewing Co. located at 311 Barrington Avenue, Unit B, East Dundee, IL 60118; and

**WHEREAS**, the Village desires to increase the number of supplemental video gaming permits at the request of Black and Gray Brewing Co.

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

**Section 1:** That Section 116.05 (J) (3) is hereby deleted in its entirety and replaced as follows:

“(3) There shall be no more than eighteen (18) supplemental video gaming permits issued by the Local Liquor Control Commissioner as part of the liquor license process.”

**Section 2:** That this ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021

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

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





## Memorandum

TO: Village President and Board of Trustees

FROM: Phil Cotter, Director of Public Works

DATE: December 6, 2021

RE: Water Tower Repainting Project - Change Order No. 1

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**Issue/Analysis:** Attached to this memorandum is a proposed Change Order for the Route 25 Water Tower Repainting and Rehabilitation Project. The following two items are included in the proposed Change Order:

1. ***Revise project completion date to May 31, 2022.*** Contract documents specify a substantial completion date of October 29, 2021, for this project. With a later than anticipated start to the project, in conjunction with the colder weather, the Village's consultant (Dixon Engineering) and contractor (Seven Brothers) recommend leaving the tank in the existing prime coat condition and resume application of the remaining four exterior coats in the spring. According to the paint vendor, leaving a water tank in a primed condition over the winter is a common practice, especially for new tank builds. The wet interior will be drained, blasted, repainted, and refilled in the spring.
2. ***Increase in the scope of work – replace four sleeved couplings.*** The fill/draw pipe inside the base-bell of the water tower has four couplings/connections that are used for metering flow through the pipe, collecting water samples, and injecting treatment chemicals. The threaded portion of each connection was previously banded to the fill/draw pipe. These band-type couplings have been removed and replaced with 2-inch fixed, welded couplings. The cost for this additional work is \$2,300.00. The water tower is currently drained, and therefore it was recommended that the band-type couplings be replaced prior to filling the tank. We are anticipating filling the tank next week.

As the attached Change Order form indicates, the awarded contract amount for this project was \$666,915.00. If this Change Order is approved, the project amount will increase by \$2,300.00 to \$669,215.00.

Work completed to date includes blasting of the entire exterior of the tower and application of the zinc prime coat, and various welding repairs throughout the tower.

**Action Requested:** *Motion to approve Change Order No. 1, which revises the project completion date to May 31, 2022, and increases the contract price to \$669,215.00, for the Route 25 Water Tower Repainting and Rehabilitation Project.*

**Attachment:**  
Change Order No. 1

# Section 00 63 63 - CHANGE ORDER NO. 1

Owner: **Village of East Dundee, Illinois** Owner's Project No.:  
 Engineer: **Dixon Engineering, Inc.** Engineer's Project No.: **99-45-04-02-21**  
 Contractor: **Seven Brothers Painting** Contractor's Project No.:  
 Project: **500,000 Gallon Spheroid (Rte. 25)**  
 Contract Name: **Exterior Repaint with Containment, Wet Interior Repaint, Dry Interior Partial Repaint, and Miscellaneous Repairs**  
 Date Issued: **November 10, 2021** Effective Date of Change Order: **November 10, 2021**

The Contract is modified as follows upon execution of this Change Order:

Description: **Remove the 4 sleeved couplings on the fill/draw pipe and replace them with 2 inch diameter steel NPT couplings per Bulletin 1 (\$2,300). The new Substantial Completion date is May 31, 2022.**

Attachments: **Bulletin 1**

## Change in Contract Price

## Change in Contract Times

Original Contract Price: \$ <u>666,915</u>	Original Contract Times: Substantial Completion: <u>October 29, 2021</u> Ready for final payment: <u>30 days after Sub. Comp.</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>666,915</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 29, 2021</u> Ready for final payment: <u>30 days after Sub. Comp.</u>
Increase this Change Order: \$ <u>2,300</u>	Increase this Change Order: Substantial Completion: <u>May 31, 2022</u> Ready for final payment: <u>30 days after Sub. Comp.</u>
Contract Price incorporating this Change Order: \$ <u>669,215</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 31, 2022</u> Ready for final payment: <u>30 days after Sub. Comp.</u>

Recommended by Engineer (if required)

Authorized by Owner

By: Toedl Schaefer

Title: Project Manager

Date: November 15, 2021

Authorized by Contractor Approved by Funding Agency (if applicable)

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

Title: \_\_\_\_\_

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



## Memorandum

TO: Village President and Board of Trustees

FROM: Phil Cotter, Director of Public Works

DATE: December 6, 2021

RE: Approval of Independent Contractor Agreement – Wastewater Operator Services

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**Issue/Analysis:** The Village's Wastewater Treatment Plant (WWTP) is classified by the Illinois Environmental Protection Agency (IEPA) as a Group 1 treatment facility. Group 1 treatment facilities consist of domestic wastewater treatment systems that treat 1.0 million gallons per day (design average flow) or more of wastewater flow. As such, the IEPA requires that Group 1 treatment plants be operated by a wastewater operator that possesses a Class 1 wastewater operator's license.

Since 2017, the Village has utilized three consultant wastewater operators to operate and maintain the WWTP. Each has possessed a Class 1 wastewater operator's license. In November 2019, the Village Board approved a two-year agreement with Dan Hughes who has operated/maintained the Village's WWTP since. The two-year agreement with Mr. Hughes expired in November 2021. Mr. Hughes is a semi-retired wastewater professional who has worked in the wastewater field for close to 40 years. Mr. Hughes has performed well operating and maintaining the Village's WWTP and ensuring regulatory compliance. Therefore, staff recommends approval of a new agreement that runs through April 30, 2023. The reason staff is recommending an approximate 1½ year agreement is to line up the agreement with the Village's May to April fiscal year.

The proposed FY 21-22 Budget appropriates \$93,600 for contractual Wastewater Operator services. Mr. Hughes proposes to maintain his current hourly rate of \$75.00 and will continue to provide wastewater operator services for 24 to 30 hours each week. The proposed contractual arrangement with Mr. Hughes complies with the IEPA's requirement that a Class 1 operate and maintain the Village's WWTP.

**Action Requested:** If the Village Board concurs with staff's recommendation, the following motion would be appropriate: *Motion to pass a Resolution authorizing the execution of an*

*Independent Contractor Agreement with Hughes Environmental Consulting, Inc. to provide wastewater operator services to the Village of East Dundee.*

**Attachments:**

Resolution

Independent Contractor Agreement

Proposal – Hughes Environmental Consulting, Inc.

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE  
APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE VILLAGE  
OF EAST DUNDEE AND HUGHES ENVIRONMENTAL CONSULTING, INC. FOR  
WASTEWATER OPERATOR SERVICES**

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

*Section 1.* The Independent Contractor Agreement between the Village of East Dundee and Hughes Environmental Consulting, Inc. for wastewater operator services as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President.

*Section 2.* The Village President shall be and are hereby authorized to execute EXHIBIT A on behalf of the Village.

*Section 3.* This resolution shall take full force and effect upon its passage and approval as provided by law.

*Passed* by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 6<sup>th</sup> day of December, 2021.

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

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

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

**APPROVED:**

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

*Attest:*

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

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (the "Agreement") is, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the VILLAGE OF EAST DUNDEE, Illinois (the "Village") and Hughes Environmental Consulting, Inc. (Contractor), resident at 100 South River Road, Fox River Grove, Illinois, 60021.

WHEREAS, the Village desires to retain Contractor's significant experience, abilities and expertise in the Village's Wastewater Division and has offered to engage him to render consultative, advisory, testing/reporting and training services to the Village's Wastewater Staff as an independent contractor to the Village with respect to the Village's Wastewater Division; and

WHEREAS, Contractor desires to provide such services to the Village as an independent contractor upon the terms and conditions hereinafter set forth.

NOW THEREFORE, it is agreed as follows:

1. Services: Contractor agrees to provide consultative, advisory, testing/reporting and training services to the Village with respect to the Village's Wastewater Division. Contractor acknowledges that he is an independent contractor and not an agent or employee of the Village. Contractor works under the direction of the Public Works Director and performs such services as directed by the Public Works Director. Contractor shall provide wastewater operator services between approximately 24 to 30 hours per week during the term of this Agreement.

2. Term: The term of this Agreement shall begin on or after the 5<sup>th</sup> day of November, 2021 and shall continue through April 30, 2023, or as mutually agreed upon.

3. Compensation: For all services rendered by Contractor under this Agreement, the Village shall pay him \$75 dollars per hour. Invoices requiring Village Board approval will be approved for payment in accordance with meeting schedule.

4. Conflicts: Nothing in this Agreement is intended to preclude Contractor from performing services for other entities and individuals. However, Contractor agrees not to engage in any activity that conflicts with the Village's interests or interferes with the independent exercise of his judgment in the best interests of the Village.

5. Taxes: Neither federal nor state payroll taxes, nor state disability insurance, will be paid or withheld on behalf of Contractor. Contractor shall not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. Contractor understands that he may be liable for self-employment (social security) tax to be paid as required by law.

6. Benefits: Because Contractor is an independent contractor and not an agent or employee of the Village, Contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the Village to its employees, including but not limited to, sick pay, vacation pay, group medical and dental coverage and retirement. No workers' compensation Insurance will be provided by the Village for Contractor.

7. Agency: Contractor has no authority to bind the Village to enter into any contracts or agreements on behalf of the Village, or to represent that he has the authority to do so. This Agreement does not create partnership, joint venture or any other relationship other than that of an independent contractor relationship.

8. Village Property: Upon termination of this Agreement, Contractor agrees to return all Village records, files and documents, and all copies of the same, to the Village.

9. Termination: Either party may terminate this Agreement upon thirty (30) days' written

notice to the other.

10. Notices. Any notice, request, demand, waiver, consent, approval, or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by registered or certified mail, postage prepaid, as follows:

If to the Village: Village President  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118

If to Contractor: Daniel J. Hughes  
Hughes Environmental Consulting, Inc.  
100 South River Rd.  
Fox River Grove, Illinois 60021

or to such address as the addressee may have specified in a duly given notice to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be delivered, sent by email, faxed, or mailed.

11. Assignment: Neither this Agreement, nor any rights hereunder, may be assigned by Contractor without the prior written consent of the Village, which consent shall be in its sole and absolute discretion.

12. Applicable Law. This Agreement shall be governed by and interpreted under Illinois law.

13. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

Independent Contractor:

Village of East Dundee:

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

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

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

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



# Hughes

*Environmental Consulting, Inc.*

Mr. Philip Cotter, Director of Public Works  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118

11/17/2021

**Subject: Village of East Dundee - Wastewater System Operations & Maintenance**

**Dear Phil;**

I am pleased to submit this Updated Proposal as to the scope of work to be provided regarding the operations and maintenance services to the Village of East Dundee. I have over thirty-nine years of professional wastewater and water system operating experience. I look forward to providing you highly skilled operations, while assuring IEPA Compliance.

**Scope of Services:**

In consideration of the mutual conditions set forth herein, (Hughes Environmental Consulting Inc.) hereby agrees as follows:

**Contractor Responsibilities:**

1. Dan Hughes shall be the certified IEPA Class 1 Certified Public Wastewater Supply Operator in Charge of the Village of East Dundee wastewater treatment plant and shall remain so during the term of this agreement. Contractor will operate and assist with maintain the facility within regulatory agency requirements, under the direction of the Public Works Director. I anticipate being on site 3 days per week, approximately **24-30 hours per week**.
2. The terms of this agreement shall be from **November 1, 2021 to April 30, 2023**. Contract can be canceled by either party with a 30 days written notice, upon mutual agreement, terms will be extended.
3. Hughes Environmental Consulting Inc. shall perform site visits to the Village of East Dundee wastewater treatment plant four days per week, 24-30 hours per week or as required to properly perform supervision and operator duties hereunder.
  - a. Perform all operations and maintenance as required by the NPDES permit. Record keeping and record maintenance. A wastewater plant log will be maintained on site.
  - b. Monthly preparation and electronic submittal of IEPA wastewater plant report. NDMR
  - c. Regulatory agency liaison.
  - d. Perform quality control testing.
  - e. Conduct preventative maintenance and general house keeping
  - f. Provide 24 hours 7 days per week emergency availability.
  - g. Responding to IL EPA request for information or site visits
4. Hughes shall supervise the operation of the Village of East Dundee Wastewater Treatment Facility and assist in training staff to insure that at all times complies with all applicable requirements of Illinois EPA.





5. Hughes shall be responsible for the preparation and submittal of the electronic discharge monitoring report and monthly operating reports, based upon the test results from a qualified lab.
6. Hughes shall keep the system owner informed of any actions necessary to prevent or eliminate permit violations. Attend board meetings as requested to inform of status of system operations
7. Hughes shall maintain a log of all activities. Observations shall be made aware of any unusual conditions and either corrective action taken or prompt notification given to the Village. Hughes shall sign and maintain all operating records required.
8. Hughes shall arrange for sample collection and transportation of the association Wastewater samples in accordance with EPA established procedures. All samples taken in accordance with EPA procedures.
9. Hughes shall prepare, execute and submit to all appropriate agencies all required reports with respect to the operation of the Wastewater Treatment Plants, copies of all reports will be provided to the Village.
10. Hughes shall recommend a select a qualified laboratory to perform outside necessary testing in order to prepare the required reports. The cost of all laboratory analysis necessary to prepare all report shall be paid directly by the Village.
11. Hughes shall perform operational testing and routine mechanical, electrical maintenance and basic system trouble-shooting. Hughes will be available to respond to all emergency call-in's, until the wastewater treatment plant is returned to normal. On call 24 hours/7 days per week.
12. Make recommendations to the Village on how to improve the wastewater system operations. ex. SCADA system, equipment upgrades/repairs, clarifier repairs, was pumps, sludge dewatering, screening etc.

**Responsibilities of Owner:**

13. The Owner Representative will be available for meetings and site visitations and shall have the authority to transmit instructions, receive information, interpret and define Village policy and make decisions with respect to the contractor services under this agreement.
14. Payments of all cost associated with the treatment plant and collection system.
  - a. Capital cost Improvements
  - b. All chemical, electrical and gas supply cost
  - c. Independent laboratory analysis
  - d. Spare parts inventory
  - e. Pumping and collection system, equipment repair and maintenance cost
15. Notify Hughes promptly of any emergency situation. Hughes shall make necessary adjustments to the operation of the Wastewater Treatment Plant.



16. Owner shall not take any action with respect to the Wastewater Treatment Plant other than routine operational activities and maintenance without the approval of Hughes.

17. East Dundee shall pay to Hughes Environmental Consulting Services Inc. as compensation for services under this Agreement \$75./hr at the conclusion of each month of service. Payment terms 30 days or upon village board approval.

I appreciate the opportunity and look forward to providing professional operational and maintenance to the Village of East Dundee Wastewater plant and helping to assure IEPA compliance.

Sincerely;  
Daniel J. Hughes

*Daniel J. Hughes* 

Hughes Environmental Consulting Inc.  
100 South River Rd. Fox River Grove IL. 60021.  
Ph# 1 224 558-0950, djhughes07@yahoo.com



# Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

(847) 426-2822

[www.eastdundee.net](http://www.eastdundee.net)

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**To:** Village President and Board of Trustees  
**CC:** Police Pension Board  
**From:** Brandiss Martin, Finance Director  
**Subject:** 2021 Tax Levy  
**Date:** December 6, 2021

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## Property Tax Levy Background

The 2021 property tax levy must be filed by the last Tuesday in December. The 2021 levy is a request for property tax revenue that the Village will receive during FY 2023 (May 1, 2022 – April 30, 2023) but is to support appropriations made in FY 2022 (May 1, 2021 – April 30, 2022).

Attached, please find a spreadsheet that illustrates the history of the Village's tax levy since 2010. Please note the following:

- The tax levy amount essentially remained flat from levy year 2009 - 2016.
- In the 2017 levy year, the Village increased the levy by 13% to increase the Village's contribution to the Police Pension Fund.
- Since 2017, 100% of the tax levy has been dedicated towards the Village's contribution to the Police Pension Fund.
- In levy years 2019 and 2020 (FY 2021 and FY 2022), the Village increased the levy by the PTELL increase of 1.9% and 2.3%, respectively to comply with Ordinance 18-01, a self-imposed limitation on property tax increases.
- The Village's taxable EAV is expected to increase by 4.1% (excluding TIF Districts).
- The Village's total EAV is expected to increase by 3.5% (including TIF Districts).
- The Village's total EAV has increased by 55.6% since 2014 because of property tax increases and new investment primarily occurring in the TIF Districts.
- The Village's total bond abatement has increased significantly since tax levy 2012 with the addition of new debt but has held steady since tax levy year 2017 due to no new debt.
- The recommended 2021 levy will not be sufficient to cover the required Police Pension contribution and General Fund revenues will need to be utilized to meet the required contribution.



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## Police Pension Contribution

By the end of each October, the Illinois Department of Insurance (DOI) completes an actuarial report of the Police Pension Fund to determine the amount that the Village will need to levy in December for the subsequent police pension contribution. The report also determines the ratio of unfunded liability to the value of the fund's assets.

The DOI uses several assumptions to determine the amount that the Village must contribute. State law requires that the Police Pension Fund be 90% funded by 2040 and, therefore, the report uses this target to determine the required contribution. For Tax Year 2021, the DOI minimum contribution is \$740,650.

The Police Pension Board has the authority to hire an independent actuary to set their own assumptions and recommend to the Village an alternative amount to contribute to the Pension Fund. This year, the Police Pension Fund hired Lauterbach and Amen (L&A) for this purpose. The primary difference between the actuarial reports is that L&A's recommended contribution is based upon the assumption that the Police Pension Fund be 100% funded by 2036 and is therefore more fiscally conservative. L&A also provides the Village with a statutory minimum contribution that using the same funded by date as the DOI actuarial but with more conservative assumptions. The statutory minimum contribution amount the Village has been using is the L&A recommendation. The Village may use the DOI or the statutory minimum recommended amount provided by the Village actuarial report for its annual Police Pension contribution.

**Statutory Minimum Contribution: \$ 790,478**

**L&A Recommended Contribution: \$ 1,119,740**

**Differential: \$ 329,262**

As shown, there is a significant difference between the required contribution and the recommended contribution. Last year, the statutory minimum required contribution was \$726,107 and the Village levied \$681,170 (a 1.9% increase in the levy) to decrease the unfunded liability in the Police Pension Fund (see the attached spreadsheet). Due to the COVID-19 pandemic, the Village did not budget the Lauterbach & Amen recommended contribution to the Police Pension Fund in FY 2022, but the contribution will exceed the statutory minimum based upon the levy amount.

## Recommendation for 2021 Levy

As you recall, the Village Board approved Ordinance 18-01, the Home Rule Property Tax Cap and Bond Limitations Policy. The policy, codified as Section 35.15 of the Village Code, restricts the



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annual increase in the property tax levy. Essentially, the policy requires that the Village Board levy an increase that is no greater than the Property Tax Extension Limitation Law (PTELL) applicable to non-home rule municipalities. The PTELL for 2021 is 1.4%

As such, I am recommending that the Village Board consider increasing the levy by 1.4% to \$690,706. Furthermore, the Village Board will need to budget at least an additional \$99,772 in FY 2023 from General Fund revenues to meet the statutory minimum required contribution of \$790,478. During the FY 2023 Budget process, staff will review revenues and anticipated expenditures to determine whether to recommend budgeting even greater General Fund revenues for the purposes of contributing to the Police Pension Fund above the required contribution. As a reminder, the reason for making an additional contribution to the Police Pension Fund is to avoid spikes in the required contribution down the road and work towards decreasing the unfunded liability in the fund. Ultimately, the Village is responsible for contributing any funds that are not otherwise generated by investment proceeds or received from employee contributions.

As you may recall, on November 14, 2019, the State of Illinois approved legislation to consolidate the investment side of more than 650 local pension funds. Once implemented, this consolidation should significantly increase the fund's earnings and, over time, stabilize the Village's required contribution.

## **Debt Service Bond Abatement**

The Village has historically abated the property taxes required to make debt service payments. Through the abatement process, the debt service that the Village is required to levy from the residents through property taxes is abated and the Village makes debt service payments from other revenues sources instead of collecting it directly from its residents. As shown on the attached historical spreadsheet, the debt service has increased significantly over the past few years. In FY 2021 and FY 2022, this abatement totaled approximately \$1.9 million and is expected to remain at \$1.9 million for FY 2023.

At this time, due to healthy reserves acquired over the past four years and conservative expenditures in FY 2022, I am projecting that the Village will be able to once again fund this \$1.9 million in debt service from other revenue sources (primarily TIF and home rule sales taxes). Therefore, I am recommending that the Village Board abate the levy required for these debt service payments. The abatement ordinance will be presented to you for your consideration in February.



# Village of East Dundee

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## Finance Director's Recommendation

Given the aforementioned information, below please find a summary of my recommendations for the 2021 tax levy.

- Increase the property tax levy by 1.4% to \$690,706.
- Budget a minimum additional contribution of \$99,772 to the Police Pension Fund as part of the FY 2023 Budget process and consider increasing this amount as part of the FY 2023 Budget process.
- In February, approve an ordinance abating the estimated \$1.9 million in property taxes required to make debt service payments for FY 2023 and make these payments from other revenue sources including TIF and home rule sales taxes.

**Action Requested:** Discussion and consideration of An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023.

**Attachment:**

1. Property Tax Levy Historical Information Spreadsheet
2. Police Pension Fund Contribution Spreadsheet
3. An Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023

**Village of East Dundee**  
**Property Tax Levy Historical Information**

YEAR		TAX LEVY			PTELL	TAX RATE		
Levy Year	Fiscal Year	Total Levy	Increase (Decrease)	% Change	PTELL %	Village's Tax Rate	Total Tax Rate	Village % of Total
2011	2013	566,785	(5,692)	-1.0%	1.5%	0.5320	7.5062	7.1%
2012	2014	565,226	(1,559)	-0.3%	3.0%	0.6030	8.9446	6.7%
2013	2015	561,591	(3,635)	-0.6%	1.7%	0.6524	10.8895	6.0%
2014	2016	566,396	4,805	0.9%	1.5%	0.6870	10.4636	6.6%
2015	2017	566,396	-	0.0%	0.8%	0.6541	10.1447	6.4%
2016	2018	566,396	-	0.0%	0.7%	0.6128	10.7806	5.7%
2017	2019	640,000	73,604	13.0%	2.1%	0.6593	8.8591	7.4%
2018	2020	653,440	13,440	2.1%	2.1%	0.6351	8.7013	7.3%
2019	2021	665,855	12,415	1.9%	1.9%	0.6148	8.4382	7.3%
2020	2022	681,170	15,315	2.3%	2.3%	0.6065	8.7696	6.9%
2021	2023	690,706	9,536	1.4%	1.4%	TBD	TBD	TBD

YEAR		RATE SETTING EAV				TOTAL EAV		
Levy Year	Fiscal Year	Rate Setting Taxable Value	Rate Setting EAV	Increase (Decrease)	% Change	Total EAV	Increase (Decrease)	% Change
2011	2013	319,188,831	106,396,277	(16,318,326)	-13.3%	121,283,838	(10,344,920)	-7.9%
2012	2014	314,011,443	104,670,481	(1,725,796)	-1.6%	121,907,154	623,316	0.5%
2013	2015	260,465,373	86,821,791	(17,848,690)	-17.1%	110,361,871	(11,545,283)	-9.5%
2014	2016	247,368,342	82,456,114	(4,365,677)	-5.0%	98,045,204	(12,316,667)	-11.2%
2015	2017	261,210,474	87,070,158	4,614,044	5.6%	103,397,683	5,352,479	5.5%
2016	2018	277,220,706	92,406,902	5,336,744	6.1%	112,141,099	8,743,416	8.5%
2017	2019	291,217,926	97,072,642	4,665,740	5.0%	121,264,207	9,123,108	8.1%
2018	2020	304,805,586	101,601,862	4,529,220	4.7%	130,651,044	9,386,837	7.7%
2019	2021	320,945,166	106,981,722	5,379,860	5.3%	144,229,167	13,578,123	10.4%
2020	2022	336,958,497	112,319,499	5,337,777	5.0%	152,558,998	8,329,831	6.4%
2021*	2023	350,851,275	116,950,425	4,630,926	4.1%	157,652,836	5,093,838	3.5%

\*Levy Year 2021 is based on the *Estimated Equalized Assessed Value (EAV) Report* from Kane County.

YEAR		POLICE PENSION		DEBT SERVICE BOND ABATEMENT		
Levy Year	Fiscal Year	Police Pension Contribution	% of Levy	Abatement Amount	Increase (Decrease)	% Change
2011	2013	385,647	68%		-	
2012	2014	390,488	69%	358,746	358,746	
2013	2015	387,389	69%	982,597	623,851	173.9%
2014	2016	448,635	79%	942,028	(40,569)	-4.1%
2015	2017	570,288	101%	1,166,628	224,600	23.8%
2016	2018	543,025	96%	1,264,469	97,841	8.4%
2017	2019	653,029	102%	1,942,741	678,272	53.6%
2018	2020	789,177	121%	1,949,311	6,570	0.3%
2019	2021	665,855	100%	1,948,668	(643)	0.0%
2020	2022	726,107	107%	1,909,884	(38,784)	-2.0%
2021	2023	790,478	114%	1,900,086	(9,798)	-0.5%

**Notes:**

School District 300 Levy was substantially lowered for the 2010 Levy

2021 levy is recommendation of 1.4% increase and abatement

2021 EAV is Assessor's Estimate

2021 Police Pension Contribution is DOI statutory minimum

**Ordinance No. 21-\_\_\_\_\_**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES  
FOR THE FISCAL YEAR BEGINNING MAY 1, 2021  
AND ENDING APRIL 30, 2022 FOR THE VILLAGE OF EAST DUNDEE,  
KANE AND COOK COUNTIES, ILLINOIS**

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

**Section 1:** That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Six Hundred Ninety Thousand, Seven Hundred Six and 00/00 Dollars (\$690,706).

**Section 2:** That the sum Six Hundred Ninety Thousand, Seven Hundred Six and 00/00 Dollars (\$690,706), being the total of appropriations heretofore legally made that are to be collected from the tax levy of the current fiscal year of the Village of East Dundee for all corporate purposes of said Village, as appropriated for the current fiscal year by an ordinance adopting the 2021-2022 Annual Budget of the Village of East Dundee for the May 1, 2021 through April 30, 2022 Fiscal Year, originally passed by the President and Board of Trustees of said Village at the legally convened meeting of April 19, 2021 , as Ordinance No. 21-12, be and the same is hereby levied on all of the taxable property in the Village of East Dundee subject to taxation for the current year, the specific amounts as levied for the certain tax levy purposes being included herein by being placed under separate column under the heading "To Be Raised by Tax Levy" that appears over them, the tax so levied being for the current fiscal year of said Village, and for the said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

Police Pension:	\$690,706
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**Section 3:** That the total amount of Six Hundred Ninety Thousand, Seven Hundred Six and 00/00 Dollars (\$690,706), ascertained above, be and is hereby levied and assessed on all property subject to taxation within the Village of East Dundee according to the value of said property as assessed and equalized for State and County purposes for the current year.

**Section 4:** That there is hereby certified to the County Clerks of Kane and Cook Counties, Illinois, the several sums above, constituting said total amount, and the total amount Six Hundred Ninety Thousand, Seven Hundred Six and 00/00 Dollars (\$690,706), which total amount the Village of East Dundee requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk is hereby ordered and directed to file with the County Clerks of the Counties of Kane and Cook on or before the time required by law, a certified copy of this Ordinance.

**Section 5:** If any section, paragraph or provision of this ordinance shall be held 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:** That this Ordinance shall take effect and be in full force and effect immediately upon and after its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this \_\_\_\_ day of December 2021, pursuant to a roll call vote as follows:

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

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

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

APPROVED this \_\_\_\_ day of December, 2021.

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Village President

Published in pamphlet form this \_\_\_\_ day of December, 2021.

ATTEST:

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Village Clerk

## RESOLUTION NUMBER \_\_\_\_-21

### **A RESOLUTION ESTABLISHING THE REGULAR MEETING DATES AND COMMITTEE OF THE WHOLE MEETING DATES FOR THE BOARD OF TRUSTEES AND ESTABLISHING THE PLANNING AND ZONING AND HISTORIC COMMISSION MEETING DATES FOR THE VILLAGE OF EAST DUNDEE FOR THE CALENDAR YEAR 2022**

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

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to adopt and approve a schedule of dates, times and places for regular meetings of the Village of East Dundee Board of Trustees and Committee of the Whole Meetings and for the Planning and Zoning and the Historic Commission in 2022 for the Village of East Dundee Board of Trustees.

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

**Section One.** All regular Village Board and Committee of the Whole Meetings of the President and Board of Trustees and all Planning and Zoning and Historic Commission Meetings of the Planning and Zoning Commission will be held at the Police Department 2<sup>nd</sup> floor meeting room, 115 E. 3<sup>rd</sup> Street, East Dundee, Illinois.

**Section Two.** All regular meetings of the Village of East Dundee Board of Trustees and Committee of the Whole will be scheduled to start at 6:00 p.m. and all Planning and Zoning and Historic Commission Meetings will be scheduled to start at 7:00 p.m.

**Section Three.** The dates for such regular meetings of the Village of East Dundee Board of Trustees shall be as follows:

January 3, 2022  
January 17, 2022  
February 7, 2022

February 21, 2022  
March 1, 2022  
March 7, 2022  
March 21, 2022  
April 4, 2022  
April 18, 2022  
May 2, 2022  
May 16, 2022  
June 6, 2022  
June 20, 2022  
July 18, 2022  
August 1, 2022  
August 15, 2022  
September 19, 2022  
October 3, 2022  
October 17, 2022  
November 7, 2022  
November 21, 2022  
December 5, 2022  
December 19, 2022

**Section Four.** The dates for such Committee of the Whole meetings of the Village of East Dundee Board of Trustees shall be as follows:

January 10, 2022  
February 14, 2022  
March 14, 2022  
April 11, 2022  
May 9, 2022  
June 13, 2022  
July 11, 2022  
August 8, 2022  
September 12, 2022  
October 10, 2022  
November 14, 2022  
December 12, 2022

**Section Five.** The dates for such Planning and Zoning and Historic Commission meetings of the Village of East Dundee Planning and Zoning Commission shall be as follows:

January 6, 2022  
February 3, 2022  
March 3, 2022  
April 7, 2022  
May 5, 2022  
June 2, 2022  
July 7, 2022

August 4, 2022  
September 1, 2022  
October 6, 2022  
November 3, 2022  
December 1, 2022

**Section Six.** The Village Board of Trustees and the Planning and Zoning Commission may, from time to time, change by motion the date, time and place of any of its regular meetings in 2022 as established in this Resolution.

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

**Section Nine. 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 \_\_\_\_\_, 2021, pursuant to a roll call vote as follows:

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

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

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

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JEFFREY LYNAM, President

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2021, under the authority of the President and Board of Trustees.

**ATTEST:**

\_\_\_\_\_  
KATHERINE DIEHL, Village Clerk

Recorded in the Village Records on \_\_\_\_\_, 2021.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>ACE CLEANERS SUNG LEE</b>					
083121	UNIFORM CLEANING	08/31/2021	569.63		01-21-5090
Total ACE CLEANERS SUNG LEE:			569.63		
<b>AFLAC</b>					
392949	AFLAC	11/30/2021	406.56		27-01-2215
Total AFLAC:			406.56		
<b>ALLEGRA PRINT &amp; IMAGING</b>					
65079	BUS ENVELOPES STOCK	11/11/2021	69.12		01-12-5340
65079	BUS ENVELOPES - REG MAILIN	11/11/2021	69.12		01-25-5340
65080	BUILDING INSP REPORTS	11/11/2021	106.60		01-25-5340
Total ALLEGRA PRINT & IMAGING:			244.84		
<b>AMERICAN LEGAL PUBLISHING CORPORATION</b>					
12117	CODES & ORDINANCE UPDATE	11/22/2021	1,274.85		01-12-5260
12326	CODES & ORDINAN	11/24/2021	195.00		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			1,469.85		
<b>AT&amp;T</b>					
111321	SEWER AT&T	11/13/2021	606.77		60-33-5320
Total AT&T:			606.77		
<b>B&amp;F CONSTRUCTION CODE SERVICES INC</b>					
57868	PLAN REVIEW	11/24/2021	200.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			200.00		
<b>BLUE CROSS BLUE SHIELD</b>					
111621	BCBS ADMIN	11/16/2021	2,797.11		01-12-5060
111621	BCBS FIN	11/16/2021	609.39		01-14-5060
111621	BCBS PD	11/16/2021	20,876.73		01-21-5060
111621	BCBS BLDG	11/16/2021	1,652.97		01-25-5060
111621	BCBS PW	11/16/2021	5,026.78		01-31-5060
111621	BCBS EMP CONTRIB	11/16/2021	997.42		27-01-2207
111621	BCBS RETIREES INS PMT	11/16/2021	6,448.78		27-01-2210
111621	BCBS WTR/SWR	11/16/2021	6,746.78		60-33-5060
Total BLUE CROSS BLUE SHIELD:			45,155.96		
<b>CAPITAL ONE</b>					
1638782223	VH SUPPLIES	11/07/2021	87.81		01-12-5630
1638782223	VH SUPPLIES WATER COOLER	11/07/2021	113.00		01-12-5630
Total CAPITAL ONE:			200.81		
<b>CHICAGO IMPROV ASSOCIATES</b>					
120621	DICKENS IN DUNDEE	12/06/2021	525.00		01-37-5290
Total CHICAGO IMPROV ASSOCIATES:			525.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>CINTAS FIRST AID &amp; SAFETY</b>					
4102558870	MATS - VH	11/22/2021	26.59		01-12-5110
Total CINTAS FIRST AID & SAFETY:			26.59		
<b>COM ED</b>					
110921	STREET LIGHTS	11/09/2021	129.73		01-31-5510
110921	MONTHLY SERVICE	11/09/2021	44.65		28-01-5510
Total COM ED:			174.38		
<b>COMCAST BUSINESS</b>					
111721	COMCAST SERV	11/17/2021	393.35		01-12-5320
111721	COMCAST PD	11/17/2021	12.63		01-21-5320
111721	COMCAST W/S	11/17/2021	752.58		60-33-5320
Total COMCAST BUSINESS:			1,158.56		
<b>COMED</b>					
112221	SIGNALS & STREET LIGHTS	11/22/2021	275.67		28-01-5510
Total COMED:			275.67		
<b>CORE &amp; MAIN</b>					
908332	METER TEST - DC COBBS	11/19/2021	66.40		60-33-5140
Total CORE & MAIN:			66.40		
<b>COVERALL NORTH AMERICA DBA</b>					
1010688588	CLEANING VH	12/01/2021	299.00		01-12-5110
1010688588	CLEANING POLICE	12/01/2021	595.00		01-21-5121
1010688588	CLEANING DEPOT	12/01/2021	95.00		01-31-5110
1010688588	CLEANING PW PRAIRIE LAKE	12/01/2021	236.00		01-31-5110
1010688588	CLEANING PW 401 ELGIN AVE	12/01/2021	236.00		60-33-5111
1010688588	CLEANING PW 446 ELGIN AVE	12/01/2021	95.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,556.00		
<b>CURRIE MOTORS</b>					
e8973 e8959	NEW SQUADS (2)	11/16/2021	70,518.00		32-21-5942
Total CURRIE MOTORS:			70,518.00		
<b>DIXON ENGINEERING, INC.</b>					
21-8823	TOWER PAINT ENG SERVICES	11/12/2021	13,550.00		60-33-5965
Total DIXON ENGINEERING, INC.:			13,550.00		
<b>DUNDEE FORD</b>					
842877	SQUAD 39	10/18/2021	209.96		01-21-5120
843016	SQUAD 38	10/22/2021	1,046.06		01-21-5120
Total DUNDEE FORD:			1,256.02		
<b>DW-SERVANT FUND (EAST DUNDEE) LLC</b>					
1 112921	BDD DUNDEE GATEWA	11/29/2021	4,166.67		33-01-5876



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
<b>EAST DUNDEE FIRE</b>					
1570	EDFD PLAN REVIEW FEES	11/17/2021	600.00		01-01-1112
Total EAST DUNDEE FIRE:			600.00		
<b>FLOOD BROTHERS</b>					
110121	REFUSE COLLECTION	11/01/2021	21,365.80		01-33-5180
Total FLOOD BROTHERS:			21,365.80		
<b>GALLS AN ARAMARK COMPANY</b>					
19752917	UNIFORM ALLOW SS	11/12/2021	407.93		01-21-5080
19842046	UNIFORM ALLOW. JC	11/24/2021	56.75		01-21-5080
Total GALLS AN ARAMARK COMPANY:			464.68		
<b>GARDINER KOCH WEISBERG &amp; WRONA</b>					
5885	LEGAL SERVICES	11/11/2021	242.00		01-12-5230
Total GARDINER KOCH WEISBERG & WRONA:			242.00		
<b>GATE OPTIONS</b>					
42473	PW GATE SERV.	11/16/2021	1,253.60		01-31-5110
42473	WWTP GATE SERVICE	11/16/2021	200.00		60-33-5111
Total GATE OPTIONS:			1,453.60		
<b>GRAINGER, INC.</b>					
9128369049	XMAS DECORATIONS	11/22/2021	132.55		01-31-5110
9114486849	OIL FOR HYDRANT REPAIR	11/09/2021	48.57		60-33-5630
Total GRAINGER, INC.:			181.12		
<b>HELPING HAND IT</b>					
21-38857	IT SERVICES	11/11/2021	312.50		01-12-5286
21-38896	IT SERVICES	11/17/2021	584.97		01-12-5286
21-38927	IT SERVICES	11/23/2021	1,156.25		01-12-5286
21-38948	IT SERVICES	11/30/2021	62.50		01-12-5286
Total HELPING HAND IT:			2,116.22		
<b>HOME DEPOT</b>					
3753 111221	CONCRETE	11/12/2021	10.11		01-31-5630
3753 111221	CONCRETE	11/12/2021	28.20		01-31-5630
3753 111221	CONCRETE	11/12/2021	371.19		01-31-5630
3753 111221	VH BREAK ROOM	11/12/2021	345.00		32-15-5948
3753 111221	VH ROOF	11/12/2021	93.58		32-15-5948
3753 111221	VH ROOF	11/12/2021	25.94		32-15-5948
3753 111221	RETURN ITEM	11/12/2021	10.47-		32-15-5948
3753 111221	SAW BLADES	11/12/2021	15.97		60-33-5640
Total HOME DEPOT:			879.52		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>ILLINI HI REACH, INC</b>					
290872-0001	LIFT RENTAL	11/22/2021	870.00		01-31-5530
Total ILLINI HI REACH, INC:			870.00		
<b>ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY</b>					
093021	EMPLOYMENT SECURITY	09/30/2021	97.70		01-14-5011
Total ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY:			97.70		
<b>ILLINOIS PUBLIC RISK FUND</b>					
72515	W/C ADMIN	11/05/2021	604.28		01-12-5520
72515	W/C FIN	11/05/2021	202.76		01-14-5520
72515	W/C PD	11/05/2021	2,534.50		01-21-5520
72515	W/C BLDG	11/05/2021	253.45		01-25-5520
72515	W/C W/S	11/05/2021	506.90		01-31-5520
72515	W/C PW	11/05/2021	963.11		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			5,065.00		
<b>ITRON, INC</b>					
598423	METER READ MAINT	08/21/2021	6,251.70		60-33-5290
Total ITRON, INC:			6,251.70		
<b>KLEIN, THORPE AND JENKINS, LTD</b>					
101821	PROF SERV GEN	10/18/2021	4,598.00		01-12-5230
111021	PROF SERV GEN	11/10/2021	5,622.23		01-12-5230
111021	VILL PRES APPT AUTHORITY	11/10/2021	968.00		01-12-5230
101821	POLICE LEGAL SERV	10/18/2021	4,436.00		01-21-5230
111021	TIF #2 DUNDEE CROSSING	11/10/2021	132.00		36-01-5230
111021	590 HEALY RD	11/10/2021	176.00		85-01-2395
101821	HIGHSTREET DEV	10/18/2021	264.00		85-01-2401
Total KLEIN, THORPE AND JENKINS, LTD:			16,196.23		
<b>LAKE JULIAN CONTRACTING INC</b>					
998	WATER MAIN LEAK 611 E MAIN	11/17/2021	2,250.00		60-33-5140
Total LAKE JULIAN CONTRACTING INC:			2,250.00		
<b>LEE JENSEN SALES CO.,INC.</b>					
6716-01	STREET PLATES - RAILROAD	11/11/2021	835.00		01-31-5530
Total LEE JENSEN SALES CO.,INC.:			835.00		
<b>MCMMASTER-CARR</b>					
68518584	GRINDER PUMP COUPLINGS	11/17/2021	44.85		60-33-5131
Total MCMMASTER-CARR:			44.85		
<b>MIDWEST SALT</b>					
460176	WTP SOFTNER SALT	11/22/2021	2,459.85		60-33-5650
Total MIDWEST SALT:			2,459.85		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>NICOR GAS</b>					
112321	NICOR S/W	11/23/2021	168.33		60-33-5510
Total NICOR GAS:			168.33		
<b>OCMC TRUCKING</b>					
100069901	FINAL OVERPAYMENT	11/30/2021	1,062.81		99-00-1005
Total OCMC TRUCKING:			1,062.81		
<b>P.F. PETTIBONE</b>					
181290	SERVICE BARS	11/05/2021	843.60		01-21-5630
Total P.F. PETTIBONE:			843.60		
<b>PDC LABORATORIES, INC</b>					
9491138	WATER TESTING	11/30/2021	258.00		60-33-5290
9491139	WW TESTING	11/30/2021	2,786.75		60-33-5291
Total PDC LABORATORIES, INC:			3,044.75		
<b>POLICE EXECUTIVE RESEARCH</b>					
11603	MEMBERSHIP RENEWAL	11/16/2021	200.00		01-21-5410
Total POLICE EXECUTIVE RESEARCH:			200.00		
<b>PRINCIPAL LIFE INSURANCE CO</b>					
111621	ADMIN VIS DENT LIFE	11/16/2021	241.36		01-12-5060
111621	FIN VIS DENT LIFE	11/16/2021	69.02		01-14-5060
111621	PD VIS DENT LIFE	11/16/2021	1,473.84		01-21-5060
111621	BLDG VIS DENT LIFE	11/16/2021	130.22		01-25-5060
111621	PW VIS DENT LIFE	11/16/2021	416.21		01-31-5060
111621	EMP CONT VIS DENT LIFE	11/16/2021	573.56		27-01-2208
111621	W/S VIS DENT LIFE	11/16/2021	564.15		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			3,468.36		
<b>QUADIENT FINANCE USA, INC</b>					
11296824	ADMIN POSTAGE	11/23/2021	5.00		01-12-5680
11296824	FINANCE POSTAGE	11/23/2021	79.00		01-14-5680
11296824	POLICE POSTAGE	11/23/2021	90.00		01-21-5680
11296824	BLDG POSTAGE	11/23/2021	303.00		01-25-5680
11296824	POSTAGE PW	11/23/2021	.50		01-31-5680
11296824	POSTAGE LEASE WS	11/23/2021	62.00		60-33-5680
Total QUADIENT FINANCE USA, INC:			539.50		
<b>STAPLES ADVANTAGE</b>					
8064195357	OFFICE SUPP,LIES	11/06/2021	38.01		01-21-5610
8064267080	OFFICE SUPP,LIES	11/13/2021	159.25		01-21-5610
Total STAPLES ADVANTAGE:			197.26		
<b>THE BLUE LINE</b>					
42421	OFFICER LISTING	11/12/2021	298.00		01-12-5290

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total THE BLUE LINE:			298.00		
<b>TRUE BLUE CAR WASH LLC</b>					
3800	PD CAR WASH	10/31/2021	18.00		01-21-5120
Total TRUE BLUE CAR WASH LLC:			18.00		
<b>ULINE</b>					
141372606	TRASH LINERS	11/15/2021	363.02		01-31-5630
Total ULINE:			363.02		
<b>ULTRA STROBE COMMUNICATIONS INC.</b>					
79975	INSTALL EQUIPMENT	11/10/2021	1,460.50		32-21-5942
Total ULTRA STROBE COMMUNICATIONS INC.:			1,460.50		
<b>UNIQUE PRODUCTS (ELGIN PAPER COMPANY)</b>					
422237	LYSOL WIPES	11/22/2021	123.57		01-31-5630
Total UNIQUE PRODUCTS (ELGIN PAPER COMPANY):			123.57		
<b>UNITED SYSTEMS AND SOFTWARE INC</b>					
87463	ERT MOUNT KITS	11/11/2021	850.00		60-33-5935
87495	ERT BACKPLATES	11/16/2021	420.00		60-33-5935
Total UNITED SYSTEMS AND SOFTWARE INC:			1,270.00		
<b>US BANK/VOYAGER FLEET SYSTEMS, INC.</b>					
110821	GAS PD	11/08/2021	3,045.52		01-21-5620
110821-RI	GAS PD	11/08/2021	1,293.34		01-21-5620
100821 - 1	BZ FUEL	10/08/2021	52.90		01-25-5620
110821	BZ FUEL	11/08/2021	56.70		01-25-5620
100821 - 1	PW FUEL	10/08/2021	1,577.22		01-31-5620
110821	GAS PW	11/08/2021	1,448.28		01-31-5620
100821 - 1	GAS WTR/SWR	10/08/2021	337.64		60-33-5620
110821	GAS WTR/SWR	11/08/2021	506.52		60-33-5620
Total US BANK/VOYAGER FLEET SYSTEMS, INC.:			8,318.12		
<b>USA BLUEBOOK</b>					
799558	25 TOWER RISER CONNECTIO	11/22/2021	123.91		60-33-5130
Total USA BLUEBOOK:			123.91		
<b>VERIZON WIRELESS</b>					
9892475602	VERIZON ADMIN	11/10/2021	155.48		01-12-5320
9892475602	VERIZON FIN	11/10/2021	56.52		01-14-5320
9892475602	VERIZON PD	11/10/2021	194.95		01-21-5320
9892475602	VERIZON B&Z	11/10/2021	56.54		01-25-5320
9892475602	VERIZON PW	11/10/2021	254.59		01-31-5320
9892475602	VERIZON SWR/WTR	11/10/2021	238.07		60-33-5320
Total VERIZON WIRELESS:			956.15		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
<b>WAGEWORKS, INC</b>					
3182010	HEALTHCARE BENEFIT	11/15/2021	158.00		01-12-5060
Total WAGEWORKS, INC:			158.00		
<b>WATER PRODUCTS COMPANY-AURORA</b>					
0306719-11/19/	25 TOWER VALVE	11/19/2021	96.93		60-33-5130
0306537-11/10/	HYDRANT REPAIR PARTS	11/10/2021	1,971.00		60-33-5140
0306720-11/19/	HYDRANT REPAIR PARTS	11/19/2021	233.00		60-33-5140
Total WATER PRODUCTS COMPANY-AURORA:			2,300.93		
<b>WINZER FRANCHISE COMPANY</b>					
7022713	WASP SPRAY	11/11/2021	371.97		01-31-5630
Total WINZER FRANCHISE COMPANY:			371.97		
<b>YULIVAN CARRIERS</b>					
1605001	FINAL BILL OVER PAYMENT	11/19/2021	25.55		99-00-1005
Total YULIVAN CARRIERS:			25.55		
Grand Totals:			228,813.31		

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.