



PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, June 6, 2022

6:00 PM

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment on Agenda Items Only
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Regular Village Board Meeting Minutes Dated April 18, 2022](#)
 - b. [Motion to Approve a Resolution for Maintenance Under the Illinois Highway to Retroactively Expend an Additional \\$7,390.91 in Motor Fuel Tax Funds in FY20](#)
6. Other Agenda Items
 - a. [Motion to Approve a Resolution Endorsing the Metropolitan Mayors Caucus Greenest Region Compact 2](#)
 - b. [Motion to Approve an Ordinance Granting a Special Use Permit for Outside Vehicle and Equipment Parking and Storage For 507 Rock Road LLC PIN 03-25-215-002 in the M-1 Manufacturing District Located in East Dundee, Illinois, IL 60118](#)
 - c. [Motion to Approve an Ordinance Granting Variations for Off-Street Parking Paving, and Parking Area Screening and Landscaping for 507 Rock Road Drive Pin 03-25-215-002 in the M-1 Manufacturing District Located in East Dundee, IL 60118](#)
 - d. [Motion to Approve an Ordinance Authorizing a Study of the Feasibility of Establishing Tax Increment Allocation Financing to Improve Deteriorating Physical Conditions and Stimulate New Economic Development Within the East Dundee Tax Increment Financing District](#)
 - e. [Depot Staffing Discussion](#)
 - f. [Motion to Approve an Ordinance Repealing Waivers of Certain Water and Sewer Service Late Fees and Shutoff Requirements in Chapters 51 and 53 of the Village of](#)

East Dundee Village Code

- g. Motion to Approve an Ordinance Amending Various Sections of the Village of East Dundee Village Code Regarding Utility Billing Policies and Accounts Receivable and Collection of Delinquent Debt Policies
- h. Motion to Approve a Resolution Approving & Authorizing the Execution of Certain Agreements to be Entered into between the Village of East Dundee and Enterprise FM Trust (Master Equity Lease Agreement and Agreement to Sell Customer Vehicles), and Enterprise Fleet Management, Inc. (Enterprise Maintenance Management and Fleet Rental Agreement, Enterprise Maintenance Agreement, and Enterprise Consignment Agreement)

7. Financial Reports

- a. Warrants List FY22 \$52,113.28
- b. Warrants List FY23 \$152,167.95

8. Village President and Board Reports

9. Staff Reports

10. Public Comment on Non-Agenda Items

Please keep comments to 5 minutes or less and relevant to Village Business

11. 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.

12. Adjournment

CALL TO ORDER

Trustee Mahony calls to order the Village of East Dundee Regular Village Board Meeting at 6:02 p.m.

ROLL CALL:

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

Also in attendance: Village Administrator Erika Storlie, Chief of Police Jim Kruger, Finance Director Brandiss Martin, Director of Public Works Phil Cotter, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, Village Attorney Lance Malina and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT (Agenda items only): None

PUBLIC HEARING

a. To Consider the Proposed Budget and Appropriations for the Village's Fiscal Year 2022-2023, for the period of May 1, 2022 through April 30, 2023

Trustee Mahony, Acting President Pro-temp, requested to open the Public Hearing.

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

Trustee Mahony declared the Public Hearing for the proposed budget for fiscal year 2022-2023 open.

Finance Director Martin stated that the only item added to the budget after the Budget Workshop was held on March 21, 2022, was a \$2500 donation to the Historical Society as requested by the Village Board.

There were no additional comments or questions.

Motion to close the public hearing by Kunze/Brittin.

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

CONSENT AGENDA:

- a. Motion to Approve the Regular Village Board Meeting Minutes Dated March 21, 2022**
- b. Motion to Approve a Resolution Authorizing the Village Administrator to Execute a Letter of Agreement with AT&T Inc. (220 Wisconsin Ave, Waukesha, WI 53186) for \$44,347.96 for Underground Utility Conflicts at the Site of the Christina Dr. Traffic Signal Project**
- c. Motion to Approve an Ordinance Authorizing the Ceding of Private Activity Bonding Authority**

Motion to approve the consent agenda by Kunze/Treiber.

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

OTHER AGENDA ITEMS:

- a. Santa's Village Proposed Expansion Presentation**

Co-owner, Jason Sierpien, gave a presentation regarding the proposed Santa's Village expansion. The expansion plans include the addition of a lazy river to the water park to add an additional 600-person capacity to the park as well as a rehab of the former ice dome.

There was consensus of the Board for Administrator Storlie to continue discussions with Sierpien on possible economic incentives the Village may offer to help fund the improvements.

b. Motion to Approve an Ordinance Amending the East Dundee Zoning Ordinance to Add a New Special Use in the B-3 Service Business Zoning District for Firearm Coating, Refinishing, Adding Accessories and General Modifications as Accessory Uses to a Gun Shop

Motion to Approve an Ordinance the East Dundee Zoning Ordinance to Add a New Special Use in the B-3 Service Business Zoning District for Firearm Coating, Refinishing, Adding Accessories and General Modifications as Accessory Uses to a Gun Shop by Kunze/Sauder.

Discussion:

Administrator Storlie explained that there has been a change in how the ATF classifies modifications being made by gun dealers. GAT Guns approached the Village requesting this classification in order to continue doing what they always have been doing and to stay in compliance with the new modifications. The Planning and Zoning Commission and village staff recommend Village Board approval of a text amendment adding "Firearm coating, refinishing, adding accessories and general modifications" as an accessory use to the special use "gun shop".

Owner Greg Tropino explained that changing the color or personalizing a firearm falls under the ATF's definition of manufacturing due to the alteration of the weapon. This requires a manufacturing license. The refinishing of firearms and reassembling thereafter is what Gat Guns has been doing for years. Administrator Storlie stated that the Village's current definition of manufacturing does not allow Gat Guns to do what the Village considers as manufacturing. However, the proposed definition will allow them to do what ATF considers as manufacturing. Attorney Molina added that the zoning district that Gat Guns is located in does not allow manufacturing, so this text amendment is addressing that issue as well.

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

c. Motion to Approve an Ordinance Amending the Special Use Permit for a Gun Shop Granted in Ordinance Number 12-36, to Grant a Special Use Permit for the Accessory Uses of Firearm Coating, Refinishing, Adding Accessories and General Modifications for the Property Located at 970 Dundee Avenue, East Dundee, Illinois

Motion to Approve an Ordinance Amending the Special Use Permit for a Gun Shop Granted in Ordinance Number 12-36, to Grant a Special Use Permit for the Accessory Uses of Firearm Coating, Refinishing, Adding Accessories and General Modifications for the Property Located at 970 Dundee Avenue, East Dundee, Illinois by Kunze/Saviano.

Discussion:

Administrator Storlie explained that the conditions that were applied when this item went before the Planning and Zoning Commission and then forwarded to the Village Board have since been discussed between the applicant and the Village Attorney and staff now understands more clearly what the applicant will be allowed and will not be allowed to do. Staff is recommending removing those conditions.

Motion to Amend the Original Motion to Approve an Ordinance Amending the Special Use Permit for a Gun Shop Granted in Ordinance Number 12-36, to Grant a Special Use Permit for the Accessory Uses of Firearm Coating, Refinishing, Adding Accessories and General Modifications for the Property Located at 970 Dundee Avenue, East Dundee, Illinois and removing the two conditions that were previously included by Kunze/Saviano.

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

There was consensus of the Village Board to move agenda items g and h as the next order of business.

h. Motion to Approve an Ordinance Amending the Village of East Dundee Village Code Regarding a Paid Vehicle Parking Tax

Motion to Approve an Ordinance Amending the Village of East Dundee Village Code Regarding a Paid Vehicle Parking Tax by Kunze/Sauder.

Discussion:

Administrator Storlie explained that this would be a new revenue source that would be applied to any businesses in the village that have paid vehicle parking. She stated that the proposed parking tax is applied to vehicles parked for 24 hours or more where payment is required for the vehicle to be parked/stored. The daily tax rate is \$0.50 per 24-hour period and the monthly tax rate is \$6.00 per vehicle parked. This applies to operable and inoperable vehicles as well as recreational vehicles. Storlie advised that there are at least 6 business that this applies to. She said that Building Inspector Ranieri did an analysis of the amount of acreage being allocated to this use village wide and estimated that there are between 4,000 to 4,500 vehicles. Trustee Kunze asked if a this would affect a company parking their own fleet. Storlie advised that it would not. Trustee Kunze asked if this would affect any future public parking garage in the Village and Storlie advised that the Village could choose to charge or choose to exempt itself from this ordinance.

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

g. Motion to Approve an Ordinance Amending the Village of East Dundee Village Code Regarding the Amusement Tax

Motion to Approve an Ordinance Amending the Village of East Dundee Village Code Regarding the Amusement Tax by Brittin/Treiber.

Discussion:

Administrator Storlie explained that traditional cable tv charges a tax that the Village receives. This streaming tax will be a modern version of the original telecommunications tax. This 5% tax would go into effect July 1. Trustee Kunze stated that he does not support this tax as a service is not being provided by the Village to collect on. Storlie stated that the rationale is often that the Village infrastructure is being used as well as the right-of-way to provide the necessary infrastructure.

Roll: Ayes – 4 – Trustees Mahony, Brittin, Saviano and Sauder. Nays – 2 – Trustees Kunze and Treiber.
Absent – 0. Motion carries.

d. Discussion and Consideration to Approve an Ordinance Adopting the FY 2022-2023 Budget

Motion to Approve an Ordinance Adopting the FY 2022-2023 Budget by Sauder/Brittin.

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

e. Discussion and Consideration to Approve the FY 2022-2023 Compensation Plan

Motion to Approve the FY 2022-2023 Compensation Plan by Brittin/Sauder.

Discussion:

Finance Director Martin explained that the compensation plan allows for a 3% cost of living increase to all non-union employees and a 1% merit increase based on performance review. This also includes a 9% cost of living adjustment for the public works union employees. Lastly, this includes a 3% cost of living increase to police department employees.

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

f. Discussion and Consideration to Approve an Ordinance Amending Chapter 50 of the Code of Ordinances (Garbage and Refuse)

Motion to Approve an Ordinance Amending Chapter 50 of the Code of Ordinances (Garbage and Refuse) by Kunze/Sauder.

Discussion:

Finance Director Martin explained that this ordinance seeks to extend the sunset clause in the original ordinance adopted in 2017 once again. This allows the Village to assess the pass along costs from Flood Brothers Refuse Company on to the residents. Trustee Kunze stated that the reason there is a sunset clause is because it was never intended to be permanent. He suggested that next year, the Village Board formally phase out the sunset clause or make it permanent. Administrator Storlie recommended extricating this item from the budget process and discuss it independently ahead of next year's budget schedule. She said it would also be a good idea to talk about other revenue sources the Board can identify in order to offset this.

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

i. Discussion and Direction on the Recommendations Proposed by the Police Chiefs of East & West Dundee as it Relates to Parade Routes on Highway 72

Administrator Storlie advised that Police Chief Krueger met with West Dundee Police Chief Gorski to discuss parade routes as it relates to general safety. Both Chiefs are recommending that parades no longer be allowed on Main Street between the two communities and to opt for routes off the highway, or to reduce the number of parades utilizing the route if it is not desired at this time to completely eliminate them. After some discussion, there was consensus of the Board for East Dundee to host the St. Patrick's Day Parade and West Dundee to host the Memorial Day parade since it ends at Grafelman Park. There was consensus to let Dundee Crown High School decide where they want their parade and to keep Dickens in Dundee parade on Route 72. And if that is not going to be allowed, then to rotate the Dickens parade between the towns each year.

Motion to move **PUBLIC COMMENT (Items not on the Agenda)** up as the next order of business by Kunze/Brittin. Motion carries by unanimous vote.

PUBLIC COMMENT (Items not on the Agenda):

Chris Kias – District 23 Kane County Board Member and President of the Kane County Forest Preserve District

Kias reported that the Carpentersville dam will be removed this fall. He said that Friends of the Fox will be hosting an event tomorrow night at Rosie O'Hares to explain the removal of the dam. He also reported that with the receipt of \$17.5 million from the state, Longmeadow Parkway will be able to retire the bridge toll. This is half of the funds needed and the other half will be received in 2024. He said the bridge is complete and there is only a couple hundred yards left of roadway to finish near Bowes Road in Carpentersville. But before this could be complete, there needs to be a decontamination of lead and diesel on the land where the old firing range once was.

FINANCIAL REPORTS:

A. Warrants List \$414,538.61

REPORTS: VILLAGE PRESIDENT and BOARD

a. Arbor Day Proclamation

Trustee Mahony proclaimed April 29, 2022 as Arbor Day in the Village of East Dundee.

Lynam: None

Brittin: None

Kunze: None

Mahony: None

Sauder: None

Saviano: Reported that Kathleen Bergeron, owner of Mockingbird Bar + Garden, offered to be a CSA (Community Supported Agriculture) drop off/pick up location. Saviano said this could be a great option if it is not possible to organize a Farmers Market. She also Advised that the first Arts Council meeting is this Wednesday.

Treiber: None

REPORTS: STAFF

Village Administrator: None

Village Attorney: None

Police Chief: None

Public Works Director: Cotter reported that the Route 25 water tower painting project has resumed with the wet interior work. The exterior work should begin by end of the week. If the weather conditions are good, the entire project should be completed by end of May or early June.

Building Inspector: Ranieri Reported that the 2 apartment buildings at 853 & 855 Main St are near completion. He also reported that a new electronic company at 145 Prairie Lake, Unit C has been given a temporary certificate of occupancy. Ranieri gave an update on the property located just south of Lifeline Plumbing, where the new owner of the property cut down several trees. He said the Village is still trying to determine for certainty if the property is located within the village limits or if it is unincorporated. He is working with the County on this.

Finance Director: None

Village Engineer: None

EXECUTIVE SESSION: No

Motion to adjourn the Regular Village Board meeting to Executive Session at 7:32 p.m. for (c)(5)
Acquisition of Property by Kunze/Saviano.

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

The Village Board will not be taking any action in 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

Memorandum



To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Approval of Motor Fuel Tax Expenditures – Supplemental Resolution

Date: June 6, 2022

Action Requested:

Pass an Illinois Department of Transportation (IDOT) Supplemental Resolution for Maintenance Under the Illinois Highway Code to retroactively expend an additional \$7,390.91 in Motor Fuel Tax (MFT) Funds in FY20.

Funding Source:

Motor Fuel Tax Fund

Summary:

The expenditure of MFT funds requires approval by IDOT as the corporate authorities of each municipality must adopt a resolution appropriating such MFT funds. The resolution indicates how MFT funds will be used and must be submitted to IDOT for approval.

The MFT Fund of the Village's FY20 budget appropriated \$64,250 for street light electricity and road salt. Actual expenditures for FY20 totaled \$71,640.91. This amount exceeded budget by \$7,390.91. Below is a summary of budgeted vs actual MFT expenditures in FY20. Note that street light electricity actual amount came in under the estimated amount, and road salt was over the estimated amount:

FY20 Line Item	FY20 Estimated	FY20 Actual	Under / (Over)
Street Light Electricity	\$35,000	\$32,902.70	\$2,097.30
Road Salt	\$29,250	\$38,738.21	(\$9,488.21)
Total	\$64,250	\$71,640.91	(\$7,390.91)

In 2019, the Village Board approved the IDOT forms that allowed the Village to expend \$64,250 in MFT funds for street light electricity and road salt (refer to the attached Resolution). In order to close out the FY20 MFT file with IDOT, the Village is required to report actual expenditures and presents the Supplemental Resolution to the Village Board for their consideration regarding the additional MFT expenditures. This type of reporting is merely a formality and requires Village Board approval due to actual expenditures exceeding estimated costs.

Legislative History:

Not Applicable

Attachments:

IDOT form BLR 14220 - Resolution for Maintenance Under the Illinois Highway Code

IDOT form BLR 14222 - Local Public Agency General Maintenance, Maintenance Expenditure Statement

IDOT form BLR 14220 – Resolution for Maintenance Under the Illinois Highway Code



Resolution for Maintenance
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Supplemental	20-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
East Dundee Illinois that there is hereby appropriated the sum of Seven thousand
Name of Local Public Agency
three hundred ninety dollars and ninety one cents Dollars (\$7,390.91)
 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/19 to 04/30/20
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of East Dundee
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Katherine Diehl Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
 of East Dundee in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of East Dundee at a meeting held on 06/06/22
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6 day of June, 2022
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

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Maintenance Expenditure Statement

Submittal Type **Original**

Estimate of Cost for

Municipality

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

Village of East Dundee

Kane

20-00000-00-GM

05/01/19

04/30/20

Maintenance Items

Maintenance Operation	Maint Eng Category	LPA Labor	LPA Equipment Rental	Materials/ Contracts (Non Bid)	Materials/ Deliver & Install, Request for Quotations (Bid Items)	Formal Contract (Bid Items)	Total Operation Cost	Operation Engineering Inspection Fee
Street Light Electricity	I			\$32,902.70			\$32,902.70	
Road Salt	I					\$38,738.21	\$38,738.21	
Total Cost							\$71,640.91	

Maintenance Engineering Cost Summary

Costs

Preliminary Engineering Fee

Engineering Inspection Fee

Material Testing Costs

Advertising Costs

Bridge Inspection Costs

Maintenance Engineering Total

	Maintenance	Maint. Engineering
Total Maintenance Program Costs	\$71,640.91	
Contributions, Refunds, Paid with Other Funds		
Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion	\$71,640.91	
Motor Fuel Tax Portion	\$71,640.91	
Motor Fuel Tax Authorized	\$64,250.00	
Surplus/Deficit	(\$7,390.91)	
Rebuild Illinois Portion		
Rebuild Illinois Authorized		
Surplus/Deficit		
The difference between, "Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion," "Motor Fuel Tax Portion," and "Rebuild Illinois Portion" must equal zero (0).	\$0.00	

Remarks

☒ I hereby certify that the maintenance operations shown above were completed in accordance with Illinois State Statutes and Bureau of Local Roads Streets Manual, for the work during the maintenance period stated above, and that receipted bills are on file and available for review.

Maintenance Expenditure Statement

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of East Dundee	Kane	20-00000-00-GM	05/01/19	04/30/20

SUBMITTED

Local Public Agency Official	Date

Title

Director of Public Works

APPROVED

County Engineer/Superintendent of Highways	Date

Regional Engineer Department of Transportation	Date



Illinois Department
of Transportation

Resolution for Maintenance Under the Illinois Highway Code



Resolution Number 17-19	Resolution Type Original	Section Number 20-00000-00-GM
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BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee of Local Public Agency Type Illinois that there is hereby appropriated the sum of Sixty-four thousand two hundred fifty Dollars (\$64,250.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/19 to 04/30/20.
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of East Dundee Local Public Agency Type Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

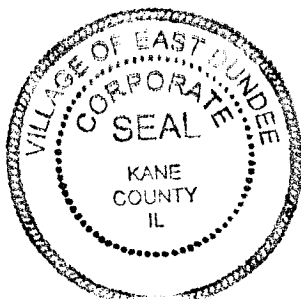
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Katherine Holt Village Clerk in and for said Village Name of Clerk Local Public Agency Type Local Public Agency Type of East Dundee Name of Local Public Agency in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of East Dundee at a meeting held on 08/05/19.
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of August 2019.
Day Month, Year

(SEAL)



Clerk Signature

Katherine Holt

APPROVED

Regional Engineer
Department of Transportation

Date

Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Management Analyst

Subject: Greenest Region Compact of Metropolitan Chicago

Date: June 6, 2022

Action Requested:

Staff requests the Village Board adopt a resolution endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2 which will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

Summary:

In 2016, the Metropolitan Mayors Caucus created the Greenest Region Compact 2 (GRC2) to address environmental sustainability issues of global importance at the local level. The GRC2 facilitates sustainability goals that are already adopted by communities in the region and these consensus goals align with the common regional, state, national, and global objectives. Currently, 141 municipalities in the Chicagoland region have joined the GRC2. There are no financial requirements to join, however joining does strengthen the Villages ability to obtain grant funding for community projects and capital investments.

Additionally, GRC2 provides i) a framework to guide communities of all sizes to assess their efforts, ii) potentially develop a sustainability plan that is suited to local government priorities, and iii) offer resources, such as grants, to help communities succeed.

Being a part of the GRC2 may help secure the grants needed to achieve future goals to continue to protect our natural resources and aid in economic development, in addition to the wide resources GRC2 has to offer. As stewards of our natural resources, this is one more tool the Village can use to achieve its goals.

Attachments:

Resolution
GRC2 Framework
Power Point presentation



COLLABORATING FOR SUSTAINABLE COMMUNITIES

The Framework



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The Framework

The details of the Framework are organized around the 10 categories and 49 consensus goals of the GRC.

The 10 categories are:



Climate



Economic Development



Energy



Land Use



Leadership



Mobility



Municipal Operations



Sustainable Communities



Water



Waste & Recycling

The Greenest Region Compact (GRC) presents consensus goals for environmental sustainability to be addressed by local municipalities, yet will have coordinated, positive impacts on a much larger scale.

Municipalities throughout the region are invited to formally endorse the GRC and work in concert to achieve its goals. *(See the complete Greenest Region Compact and sample municipal resolution to endorse it in the Appendix.)*

The GRC Framework is the companion document that provides suggested objectives, strategies and tools to help communities achieve consensus goals of the GRC.

Introduction

The Framework is built on 30 sustainability plans and guiding documents already in use by Illinois municipalities. It also incorporates more than 10 documents from regional, national or global organizations that are widely used to guide sustainable municipal actions *(See Appendix)*. More than 1150 actual sustainability goals and objectives are synthesized into this Framework resulting in a broad and comprehensive guidance for municipal sustainability. Fundamentally, the Framework is built from goals and actions that are broadly applicable and suited to municipal action.

Dozens of partners, advisors and stakeholder groups contributed additional objectives, strategies and tools supportive of the consensus GRC goals, and for this we are grateful. *(See Appendix)* These contributions help connect the consensus goals to achieve greater positive impacts at the regional, state, national and global levels. Many of the partner programs cited in the Framework offer assistance and guidance to help municipalities achieve GRC objectives, thus creating a synergy between local efforts and existing resources.

For more information on the GRC methodology, see the full report: [Greenest Region Compact, Opportunities + Impact, Metropolitan Mayors Caucus, 2014.](#)

How to Use the GRC Framework

The Framework can guide municipalities of all sizes and strengths towards sustainability actions. For communities with no formal sustainability plan, the extensive Framework offers a menu of options that could be used to construct a local, tailored sustainability plan. Communities can begin by assessing actions already accomplished and underway. Then they may choose priority objectives and strategies on which they will begin work. The Framework is broadly applicable to most communities so users will need to refine and tailor objectives and strategies to suit. Municipalities may choose as many of the goals and objectives as they wish and address them on their own timeline.

Communities currently guided by their own sustainability plans will likely recognize specific goals and elements of their own plans in the Framework. The Framework may offer additional options for achieving their established goals, or suggestions for updating an existing plan.

Framework Structure

The following pages are formatted to prompt self-assessment and guide preliminary selection of priority objectives and strategies.

The Framework is structured to expand on the GRC goals in each category (column C).

Objectives are adjacent (column E) to each GRC goal and are labeled for reference, i.e., E10 is the tenth objective in the Energy (E) category.

Strategies are preceded with the symbol “>” and labeled with an additional letter, i.e. E10b as they relate to the numbered objective. Not every objective is paired with specific strategies.

Advanced strategies are preceded with the symbol “+”. These are extra, progressive steps, usually suggested by stakeholders, that communities may wish to take to advance certain GRC goals.

Links to resources, such as certification programs or model ordinances, which may be considered tactics, are offered for some objectives and strategies. These are indicated by the hyperlink, “Y” in column M-O.

Assessment of the relevance and priority of each objective and strategy may be guided by prompts in columns F-L.

Because the nature of sustainability is its inter-relationship of social, economic and environment elements, objectives and strategies are also interrelated. Actions to improve land stewardship will improve water resources; improved active transportation choices will enhance healthy lifestyles and more. Therefore, actions with complementary outcomes may be found in different sections of the Framework. Policy, Stewardship and Outreach and Education are common elements in nearly every category.


Acknowledgements

The Greenest Region Compact and companion Framework have been made possible due to the generous support of the Searle Funds at The Chicago Community Trust. The Environment Committee of the Metropolitan Mayors Caucus, under the leadership of John Ostenburg, Mayor, Village of Park Forest, has guided this work. Former co-chairman Barrett Pedersen, Mayor, Franklin Park contributed substantially to the GRC. The Executive Board is gratefully acknowledged for leading the Caucus staff and committees.


Greenest Region Compact and the Future Sustainability Network


The Metropolitan Mayors Caucus plans future supportive programs and resources to accelerate community actions in pursuit of the GRC consensus goals. A future Sustainability Network will develop pathways and leveraging strategies to develop capital sustainability projects. Future metrics, a reporting mechanism, and recognition for participating communities, is also planned.


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A	B	C	D	E	F	G	H	I	J	K	L	M
	Category	 GOAL		OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
ECONOMIC DEVELOPMENT	Workforce Development	Promote innovation and a competitive workforce	ED1	Connect local businesses with education training, and jobs related to sustainability								Y
			ED2	Advocate for the development of a competitive 'green workforce'								
			ED3	Advocate for new opportunities in the clean energy industry								Y
	Innovation		ED4	Encourage green innovation among residents and local businesses								
			ED5	Collaborate to support innovation centers								Y
	Green Economy		ED6	Attract and retain businesses that practice and promote sustainability								
		ED7	Recognize and support businesses who practice and promote sustainability									Y
		ED8	Promote local goods and services									
		ED9	Create and promote a community brand featuring natural resources or cultural characteristics of community									Y
		ED10	Promote tourism featuring natural and cultural assets of the community									Y
	Policy	ED11	Promote the economic prosperity of the community									
		ED12	Advocate for expanded job opportunities and sufficient wages									

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A	B	C	D	E	F	G	H	I	J	K	L	M
LAND	Category		GOAL	OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
	Sustainable Development	Encourage strategic development that upholds sustainability principles	L1	Reduce sprawl by promoting infill development to reduce adverse impacts on natural resources and infrastructure demands								Y
			L1a	>Encourage the development of compact and complete residential neighborhoods								
			L1b	>Protect greenfields and open space								
			L1c	>Redevelop underutilized or contaminated properties								Y
			L2	Prioritize redevelopment projects and infrastructure investment for transit-served locations								Y
			L2a	>Pursue transit oriented development and transit-supportive land uses in new development								
			L2b	>Seek public-private partnerships to create transit-oriented developments								
			L3	Collaborate with neighboring communities to jointly create sustainable developments								
			L4	Encourage conservation design to protect natural resources								Y
			L5	Promote Sustainable Sites Certification for commercial and institutional landscapes								Y
			L6	Integrate resiliency into land development decisions								Y
			L7	Support local food production by assuring access to affordable land								
			L8	Evaluate proposed developments for on groundwater levels and water quality.								


A	B	C	D	E	F	G	H	I	J	K	L	M
LAND	Category		GOAL	OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
	Land Preservation	Conserve restore and enhance natural features and ecosystems	L9	Using data such as the Green Infrastructure Vision and the Illinois Natural Areas Inventory, watershed plans, identify key natural assets, landscape features, parcels with high value for connectivity and ecosystem function								Y
			L10	Conserve key natural assets and open space								
			L10a	>Through direct acquisition and management								Y
			L10b	>Through collaborations and cooperative agreements such as conservation easements								Y
			L11	Guide future development to conserve natural topography, views, drainage patterns, existing vegetation, and historic or cultural assets								
			L12	Prioritize the acquisition, dedication and management of lands to create connected greenways								Y
			L13	Prioritize the acquisition of land to protect groundwater recharge areas								
			L14	Manage public and private landscapes to optimize ecosystem services and support biodiversity								Y
			L14a	>Collaborate to restore prairie, wetland, forest and other important ecosystems in the community								
			L14b	>Monitor and control invasive species in natural areas and throughout the community								Y
			L14c	>Ensure long-term maintenance and management of protected natural areas within Conservation Design development								
			L15	Protect and restore soil integrity								
			L15a	>Enforce soil erosion and sediment control regulations for construction sites								


A	B	C	D	E	F	G	H	I	J	K	L	M
LAND	Category		GOAL	OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
	Parks & Open Space	Support networks of accessible, well-used and enjoyable parks	L16	Develop a park and open space master plan								
			L17	Maximize the amount of public spaces and parks accessible to residents								
			L17a	>Collaborate to provide access to under-utilized land (i.e. utility right of ways) for trails, community gardens, and sustainable landscapes								
			L17b	>Optimize linkages between parks and open spaces								
			L17c	>Work with developers to integrate and develop open space reserves and trails in developments								
			L17d	>Collaborate with private property owners to create vibrant public gathering spaces (placemaking)								Y
			L18	Enhance parks, open space, and recreational opportunities accessible to all residents								
			L18a	>Collaborate with park and forest preserve districts								
			L18b	>Collaborate to create and maintain hiking, biking, canoe and other recreational trails								
			L18c	>Collaborate to provide accessible recreational services involving parks and open space								
			L19	Foster healthy community relationships through the use of open space								

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A	B	C	D	E	F	G	H	I	J	K	L	M
LAND	Category		GOAL	OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
	Education, Outreach & Engagement	Cultivate a conservation ethic in the community	L38	Engage the community in programs and special events to celebrate nature, such as Arbor Day and Earth Day								Y
			L39	Educate the community about the value of trees, native and sustainable landscaping								
			L40	Engage community volunteers in land stewardship activities on public and shared landscapes								Y
			L41	Educate city staff about forest, wetlands and prairie best management practices								
			L42	Encourage beautiful, sustainable landscaping on private property								Y
			L43	Enlist volunteer groups to help in acquisition and stewardship of public lands								Y
			L44	Engage residents through a natural resources, conservation and/ or tree commission								
			L45	Educate planning commissioners about sustainable development principles and conservation strategies								
			L46	Engage local farmers to adopt conservation practices								


A	B	C	D	E	F	G	H	I	J	K	L	M
LEADERSHIP	Category	 GOAL		OBJECTIVE	Already achieved In Progress Planned for next 6 months Planned for next 12-18 months Interested in pursuing Not planned Not relevant Link to Resource							
				> STRATEGY								
				+ ADVANCED STRATEGY								
	Leadership	<i>Enlist support for GRC2 goals through regional, state and national leadership</i>	L1	Engage with academia and non-governmental organization to support the GRC2								
			L2	Engage with state and national municipal associations to align actions with GRC2								Y
			L3	Report local and regional environmental data to advance national and international collaborative efforts (e.g., GHG reporting, water supply planning)								
			L4	Share information about municipal leadership in sustainability broadly in the community and externally								
			L5	Seek recognition for community sustainability achievements								Y
	Advocacy	<i>Advocate for policies that align with and advance the GRC2</i>	L6	Advocate for state policies and investment that support municipal advances in sustainability								
			L7	Advocate for federal policies and investment that support municipal advances in sustainability								
			L8	Seek collaboration with the business sector to support municipal sustainability, (e.g., product stewardship)								Y
	Collaboration	<i>Work collaboratively towards a sustainable region</i>	L9	Partner with other local governments to achieve efficiency and sustainability								
			L10	Participate with regional, state and federal initiatives to plan and achieve sustainability								
			L11	Partner with non-governmental organization to advance sustainability in the community and regionally								

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MUNICIPAL OPERATIONS	Category	 GOAL		OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
	Lead by Example	<i>Lead by demonstrating sustainable values and practices</i>	MO1	Support or create an interdisciplinary team to coordinate internal sustainability efforts								
			MO2	Dedicate staff to direct sustainability initiatives								
			MO3	Leverage state/federal and private grants and resources to advance sustainability								
			MO4	Educate and train staff on sustainability practices								
			MO5	Achieve third party certification for sustainable public facilities								Y
			MO5a	>Achieve LEED or Green Globes certification for public buildings								Y
			MO5b	>Achieve Sustainable Sites Certification for public landscapes								Y
			MO5c	>Achieve ENVISION certification for public infrastructure								Y
			MO6	Formalize sustainability goals and plans								
			MO6a	>Adopt the Greenest Region Compact								Y
			MO6b	>Use the GRC Framework to create a sustainability plan and formally adopt it								Y
			MO+7	Consolidate and/or share the delivery of public services with other local governments								Y
			MO+8	+ Establish municipal finance practices to re-invest cost savings into sustainability initiatives								
Sustainable Operations	<i>Integrate sustainability into all municipal operations</i>		MO9	Adopt an environmental purchasing policy								Y
			MO10	Extend useful life of physical assets								
			MO11	Manage special events sustainably								Y
			MO+12	Integrate sustainability into capital planning								
			MO+13	Inventory, assess and manage municipal assets sustainably								


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MUNICIPAL OPERATIONS	Category	 GOAL	OBJECTIVE		Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
			> STRATEGY									
			+ ADVANCED STRATEGY									
MUNICIPAL OPERATIONS	Municipal Fleet	<i>Operate a safe, clean and efficient fleet</i>	MO14	Operate a safe, clean and efficient fleet								
			MO14a	>Conduct baseline fleet analysis								Y
			MO14b	>Optimize fleet performance by reconciling tasks and vehicle types								
			MO14c	>Increase fleet efficiency through driver education and training								
			MO14d	>Modify and retrofit vehicles to use alternate fuels								Y
			MO14d	> Migrate fleet to alternate fuel vehicles								Y
			MO15	>Certify as an IEPA Illinois Green Fleet								Y
			MO15	>Join Chicago Area Clean Cities Coalition and report reduction of petroleum fuel consumption annually								Y
			MO+17	+ Collaborate with businesses, industry leaders and other agencies to develop alternative fuel infrastructure								
MUNICIPAL OPERATIONS	Data Management	<i>Collect and manage data to advance sustainability</i>	MO18	Track, analyze and manage data to advance sustainability goals								Y
			MO18a	>Establish performance metrics								
			MO18b	>Collect and organize data								
			MO18c	>Report and share data								
			MO18d	>Continue to track and monitor data over time								
			MO+10	+ Use 'smart' technology to efficiently manage waste, water, fleet, air and energy data								


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SUSTAINABLE COMMUNITIES	Category		GOAL	OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
SUSTAINABLE COMMUNITIES	Arts and Culture	Promote cultural vibrancy in the community	SC1	Preserve and maintain the community's historic assets								
			SC2	Integrate historical and cultural assets through community programming								
			SC3	Formalize support for culture and the arts								
			SC4	Engage community volunteers through an arts/culture-oriented citizen advisory group								
			SC5	Foster understanding of diverse cultural traditions								Y
			SC6	Promote beauty and livability in community design, stewardship, and through partnerships								
	Health & Safety	Foster a culture of health, safety and wellness	SC7	Protect all residents from the effects of pollution								
			SC8	Create a community that is resilient and well-prepared for disaster								
			SC9	Connect community members to existing services that support health and wellness								
			SC10	Ensure high quality essential human services programs are available and utilized								
			SC11	Collaborate with state and federal partners to prepare for and respond to pest and disease threats to public health								
			SC12	Collaborate to offer active and healthy lifestyle programs to residents								
			SC+13	+ Support balanced, active play for families								Y
			SC+13a	>Become recognized as a Playful City USA								Y
			SC+14	+ Prioritize safe practices and collaborate to reduce accidental injuries and death								
			SC+14a	>Become certified as a Safe Community								Y
			SC+15	+ Integrate planning, policies and programs to accommodate residents of all ages and abilities								

A	B	C	D	E	F	G	H	I	J	K	L	M
	Category			OBJECTIVE								
				> STRATEGY								
		GOAL		+ ADVANCED STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
SUSTAINABLE COMMUNITIES	Local Food	<i>Increase access to sustainably grown local food</i>	SC16	Educate and engage the community in a sustainable food culture								
			SC17	Incorporate local and healthy options into public food-service procurement and events								
			SC18	Support and promote family and community gardens								
			SC+19	+ Analyze and asses the current food system								
			SC+20	+ Support innovative technologies for food production and distribution								
	Social Justice	<i>Sustain community principles that are welcoming, inclusive and equitable</i>	SC21	Cultivate and preserve a welcoming and inclusive community character								
			SC22	Support social justice and equity throughout the community								
			SC23	Promote diversity of housing stock accessible to diverse residents								Y
			SC24	Distribute public services and resources equitably in the community								
	Sustainable Community	<i>Promote a sustainable identity for the community</i>	SC25	Promote third party certification for sustainable private facilities								
			SC25a	>Promote green certification for private buildings								Y
			SC25b	>Promote ENVISION certification for private infrastructure								Y
			SC26	Develop and maintain a community brand that highlights sustainability								Y
			SC26a	>Participate in the Green Office Challenge								Y
			SC+27	+ Assess sustainability achievements relative to comparable cities								
			SC27a	>Participate in the STAR Community Rating System								Y
			SC28	Incentivize green building in new construction and re-construction								Y
	Policy	<i>Assure local policies and codes support sustainability</i>	SC29	Identify existing Code impediments sustainable building and site best practices								
			SC30	Develop housing policies, programs, and regulations designed to support and promote sustainability								
			SC31	Revise and/or develop codes to promote sustainable building and site practices								
			SC32	Enact policies to preserve dark skies								Y
			SC+33	+ Incentivize green building in new construction and re-construction								Y
			SC+34	+ Require third-party green building certification for appropriate new construction								

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WASTE & RECYCLING	Category	 GOAL	OBJECTIVE		Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
			> STRATEGY									
			+ ADVANCED STRATEGY									
WASTE & RECYCLING	Policy	Enact policies that cause sustainable material management	WR16	Require commercial & multi-family recycling								Y
			WR17	Establish a construction & demolition recycling policy								
			WR18	Eliminate policy barriers to on-site composting								
			WR19	Engage with Solid Waste agencies to manage waste sustainably								Y
			WR20	Ban or discourage the use of products resulting in unmanageable waste (e.g. plastic bags)								
	Education & Engagement	Engage the community in waste reduction and recycling	WR21	Educate the community on recycling and composting practices								Y
			WR22	Educate the community to reduce waste by consuming less and reusing								Y
			WR23	Discourage fly dumping and littering								
			WR24	Organize a community wide clean-up day								
			WR25	Engage community volunteers in recycling education and events								

A	B	C	D	E	F	G	H	I	J	K	L	M
WATER	Category	 GOAL		OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
	Water Conservation	Use and distribute water efficiently	W1	Reduce community water consumption per capita								
			W1a	>Implement water efficiency measures at all municipal facilities								
			W1b	>Encourage residents and businesses to identify and mitigate water loss								Y
			W2	Become a US EPA WaterSense Partner								Y
			W3	Designate a staff Water Conservation Coordinator to manage water conservation programs								
			W4	Participate in regional efforts and programs to conserve water								
			W+5	Provide customer incentives to retrofit using high efficiency, Water Sense appliances and fixtures								Y
			W+6	Provide water use audits to customers								
			W+7	Collaborate with energy utilities to integrate water conservation into energy audits for residential customers								
			W+8	Collaborate to encourage commercial, industrial and institutional customers to conserve water								Y
	Water Quality	Protect and improve water quality	W9	Protect surface and groundwater from runoff and contamination								
			W9a	>Avoid the use of coal tar sealants on municipal property								Y
			W9b	>Resolve to eliminate unnecessary landscape pesticides and fertilizer use on municipal property								Y
			W9c	>Use sensible salting strategies to reduce chloride contamination								Y
			W10	Collaborate to identify sensitive aquifer recharge areas								Y
			W11	Support post-development runoff reduction and mitigation								
			W12	Inventory and inspect septic systems								
			W13	Collaborate with regional initiatives to protect Lake Michigan and the Mississippi River								
			W14	Label storm drains indicating the destination of discharge								

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	Category	 GOAL		OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
WATER	Policy	Enact policies to protect water resources	W31	Conduct a water rate study to determine sustainable rate structure								
			W32	Adopt full-cost pricing policies for water service								Y
			W33	Amend code to require water efficiency and conservation in commercial and residential development								Y
			W34	Incorporate conservation practices into new development guidelines and incentives								
			W35	Adopt a water conservation policy and/or plan inclusive of all customers and municipal operations								Y
			W35a	>Enact and enforce regulation to control of wasteful water practices								
			W35b	>Enact and enforce outdoor watering regulations responsive to drought conditions								Y
			W35c	>Regulate or incentive water efficiency for customers managing large landscapes								
			W36	Update stormwater ordinance to integrate Illinois State Model Local Stormwater Ordinance								Y
			W37	Adopt codes that enable rainwater harvesting for non-potable uses								
			W38	Adopt a resolution supporting the Great Lakes and St. Lawrence River Basin Water Resources Compact								
			W39	Review and adopt codes to eliminate barriers to green infrastructure BMPs including cisterns, green roofs, bioswales, permeable paving								
			W40	Allow flexibility (off-site management, payment-in-lieu) to allow developments to meet stormwater management requirements sustainably								
			W41	Enact codes that protect surface and groundwater from runoff and contamination								

A	B	C	D	E	F	G	H	I	J	K	L	M
	Category	 GOAL		OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to resource
				> STRATEGY								
				+ ADVANCED STRATEGY								
WATER	Stewardship	Practice stewardship of water resources	W42	Sustain supply of high-quality public water								
			W43	Ensure drinking and wastewater systems are operating efficiently								
			W44	Utilize treated effluent as a valuable water resource								
			W45	Participate in watershed planning and stewardship efforts								Y
			W46	Implement municipal recommendations from watershed plan								
			W46	Allow public access and encourage stewardship of community waterways								
			W48	Support regional and statewide water supply planning and stewardship								Y
			W49	Contribute local data on water supply, quality and operations to support state and regional stewardship								Y
			W+50	+ Enact a water offset policy for water neutral community growth								Y
	Education and Outreach	Engage the community in water stewardship	W51	Educate and support the community to conserve water								Y
			W52	Educate the community on the value of clean and safe drinking water								
			W53	Promote tap water over bottled water								Y
			W54	Educate the community on practices that reduce contamination of water resources								Y
			W55	Support private well-owners in water quality monitoring and stewardship								Y
			W56	Educate customers about public water supply and wastewater operations through media and events								
			W57	Educate the community on benefits and practices of green infrastructure								Y
			W58	Educate and support the community in preparing for and managing floods								Y
			W59	Collaborate to teach water conservation and stewardship in schools								
			W60	Collaborate to raise watershed awareness and foster stewardship								

Contributors to the Greenest Region Compact and GRC Framework

360 Energy Group	Illinois Recycling Association
Active Transportation Alliance	Illinois Section American
AECOM	Water Works Association
Alliance for the Great Lakes	Illinois Sustainable Technology Center
America in Bloom	Illinois Wood Utilization Team
American Planning Association - Illinois	Illinois-Indiana Sea Grant
Argonne National Laboratory	Local Government Education
CB&I	and Information Network
Center for Neighborhood Technology	Meadows Center for Water
Chaddick Institute for	and the Environment
Metropolitan Development	Metropolitan Planning Council
Chicago Area Clean Cities Coalition	Metropolitan Water Reclamation District
Chicago Metropolitan Agency for Planning	Midwest Ecological Landscape Alliance
Chicago Wilderness	Midwest Pesticide Action Center
Citizens Utility Board	Morraine Valley Community College
ComEd	National League of Cities
Cook County	Nicor
Deerpath Garden Club	Northwest Water Planning Alliance
Delta Institute	Openlands
DuPage County	Prairie State Network
Elevate Energy	Seven Generations Ahead
Energy Resources Center	Sierra Club
Engineering Enterprises, Inc.	Solid Waste Agency of
Environmental Law and Policy Center	Northern Cook County
Federal Emergency Management Agency	South Metropolitan Higher
Great Lakes Clean Communities Network	Education Consortium
Grand Victoria Foundation	South Shore Clean Cities Coalition
Green Ways 2Go	South Suburban Mayors
Huff and Huff	and Managers Association
Illinois Association of Wastewater Agencies	STAR Technical Advisory Group
Illinois Clean Energy Community Foundation	The Chicago Community Trust
Illinois Climate Action Table	The Morton Arboretum
Illinois Department of Commerce	The Power Bureau
and Economic Opportunity	University of Illinois,
Illinois Department of Natural Resources	Environmental Law Department
Illinois Emergency Management Agency	US Conference of Mayors
Illinois Environmental Protection Agency	US Environmental Protection Agency
Illinois Parks and Recreation Association	US Green Building Council
	Will County
	Woodlands Garden Club

Appendix

Municipal Sustainability Plans Analyzed and Integrated in the GRC Authoring Organization

Village of Algonquin	<i>Environmental Action Plan</i>	2010
City of Aurora	<i>Sustainability Plan</i>	2008
City of Batavia	<i>Environmental Identity</i>	2013
Village of Buffalo Grove	<i>Environmental Plan</i>	2014
City of Chicago	<i>Sustainable Chicago</i>	2012
City of Des Plaines	<i>Sustain Des Plaines</i>	2011
Village of Elburn	<i>Comprehensive Plan, Sustainability Chapter</i>	2013
City of Elgin	<i>Sustainability Action Plan</i>	2013
City of Elmhurst	<i>Comprehensive Plan, Sustainability Chapter Climate</i>	2009
City of Evanston	<i>Action Plan</i>	2008
City of Highland Park	<i>Sustainability Strategic Plan</i>	2010
Village of Hoffman Estates	<i>Sustainability Plan</i>	2013
Village of Homer Glen	<i>Green Vision</i>	2004
Village of La Grange Park	<i>Sustainability Plan</i>	2012
Lake County	<i>Strategy for Sustainable Lake County</i>	2009
Village of Lombard	<i>Local Climate Action Plan</i>	2012
Village of Millbrook	<i>Comprehensive Plan</i>	2009
Village of Monee, Peotone, University Park	<i>Green Communities Vision</i>	2009
City of Naperville	<i>Environmental Sustainability Plan</i>	2010
Village of Niles	<i>Environmental Action Plan</i>	2013
City of Normal	<i>Community-Wide Sustainability Plan</i>	2010
Village of Northbrook	<i>Strategic Sustainability Plan</i>	2013
Village of Oak Park/ River Forest	<i>Sustainability Plan</i>	2011
Village of Orland Park	<i>Comprehensive Plan, Sustainability Chapter</i>	2013
Village of Park Forest	<i>Sustainability Plan</i>	2012
Village of Robbins	<i>Green Communities Vision</i>	2004
Village of Schaumburg	<i>Comprehensive Green Action Plan</i>	2008
Village of Sleepy Hollow	<i>Green Communities Vision</i>	2004
Village of Winnetka	<i>Environmental & Forestry Commission, Strategic Plan</i>	2010
City of Woodstock	<i>Environmental Plan</i>	2010

Regional, National, Global Sustainability Guiding Documents Analyzed and Integrated into the GRC

CMAP	<i>Green Practices Survey</i>	2008
CMAP	<i>Go To 2040</i>	2010
CMAP	<i>Sustainability White Paper</i>	2015
CMAP	<i>Water 2050</i>	2010
Institute for Sustainable Infrastructure	<i>Envision</i>	2014
STAR Communities, ICLEI, National League of Cities	<i>STAR Community Rating System</i>	2012
US Conference of Mayors	<i>Mayors Climate Protection Agreement</i>	2005
Metropolitan Mayors Caucus	<i>Greenest Region Compact</i>	2007
Illinois Parks and Recreation Association	<i>Model Environmental Policy & Toolkit</i>	2008
Smart Cities Council	<i>Smart Cities Index</i>	2014

Municipal Sustainability Guiding Documents Also Referenced

Village of Arlington Heights	<i>Green Initiatives</i>	2008
DuPage County	<i>Environmental Policy & Cool DuPage</i>	2010
Village of Glencoe	<i>Sustainability Study</i>	2015
Village of Glenview	<i>A Plan for Nature</i>	2010
Village of Hainesville	<i>Comprehensive Plan, Sustainability Chapter</i>	2014
Village of Chicago Heights, South Chicago Heights	<i>Green Community Vision Plan</i>	2012
Village of Mettawa, Lincolnshire & Bannockburn	<i>Green Infrastructure Plan</i>	2005
Village of Montgomery & Oswego	<i>Green Community Vision Plan</i>	2007
Village of Round Lake	<i>Comprehensive Plan, Sustainability Chapter</i>	2008
Village of Wheeling	<i>Sustainability Report</i>	2014

Metropolitan Mayors Caucus Environment Committee Member Communities and Councils of Governments

City of Aurora	Village of Lincolnwood
City of Blue Island	Village of Lombard
City of Chicago	Village of Niles
City of Des Plaines	Village of North Aurora
City of Evanston	Village of Northlake
City of Highland Park	Village of Orland Park
City of Rockford	Village of Park Forest*
Sauk Village	Village of Richton Park
Village of Alsip	Village of Schaumburg
Village of Arlington Heights	Village of Streamwood
Village of Blue Island	Village of Villa Park
Village of Cary	Village of Westchester
Village of Deerfield	Village of Woodridge
Village of Fox River Grove	Barrington Area Council of Governments
Village of Frankfort Village of	DuPage Mayors & Managers Conference
Franklin Park Village of	Lake County Council of Governments
Grayslake Village of	Mc Henry County Council of Governments
Hainesville Village of	Metro West Council of Governments
Hanover Park Village of	Northwest Municipal Conference
Hazel Crest Village of	South Suburban Mayors & Mgrs Conference
Hoffman Estates Village of	Southwest Conference of Mayors
Lakewood Village of	West Central Municipal Conference
Lemont	Will County Government League

**Chairman's Community*



COLLABORATING FOR SUSTAINABLE COMMUNITIES

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact and agree to work to achieve them, both in their own communities and in collaboration throughout the region:



Climate

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



Economic Development

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses



Energy

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices



Land

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible, well-used, and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community



Mobility

- Support safe and effective active transportation
- Maintain a diverse, safe, and efficient transportation network
- Support efficient transportation that uses resources wisely
- Integrate sustainability into transportation policies, programs, and regulations
- Promote public and sustainable transportation choices



Municipal Operations

- Lead by demonstrating sustainable values and practices
- Integrate sustainability into all municipal operations
- Operate a safe, clean and efficient fleet
- Collect and manage data to advance sustainability



Sustainable Communities

- Promote cultural vibrancy in the community
- Foster a culture of health, safety, and wellness
- Increase access to sustainably grown local food
- Sustain community principles that are welcoming, inclusive and equitable
- Promote a sustainable identity for the community
- Ensure local policies and codes support sustainability
- Cultivate community values based on principles of sustainability



Waste & Recycling

- Support sustainable material management
- Recycle materials across all sectors
- Divert waste from landfills
- Enact policies that cause sustainable material management
- Engage the community in waste reduction and recycling



Water

- Use and distribute water efficiently
- Protect and improve water quality
- Manage water system assets sustainably
- Optimize the use of natural and built systems to manage stormwater
- Practice stewardship of water resources
- Enact policies to protect water resources
- Engage the community in water stewardship

Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact

WHEREAS, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

WHEREAS, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

WHEREAS, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

WHEREAS, the Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

WHEREAS, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

WHEREAS, the Greenest Region Compact offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

WHEREAS, the consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

NOW, THEREFORE, BE IT RESOLVED that the City/Village of _____ endorses the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.

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The Metropolitan Mayors Caucus is a membership organization of the Chicago region's 273 cities, towns and villages. Founded in 1997 by then Chicago Mayor Richard M. Daley and leading mayors from nine suburban municipal groups, the Metropolitan Mayors Caucus pushes past geographical boundaries and local interests to work on public policy issues. The caucus provides a forum for metropolitan Chicago's chief elected officials to collaborate on common problems and work toward a common goal of improving the quality of life for the millions of people who call the region home.

Contact: Edith Makra
Director of Environmental Initiatives
Metropolitan Mayors Caucus
233 S. Wacker Drive, Chicago IL,
60660 emakra@mayorscaucus.org
312-201-4506

version updated April 2018

RESOLUTION NUMBER __-22

A RESOLUTION ENDORSING THE METROPOLITAN MAYORS CAUCUS GREENEST REGION COMPACT 2

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, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, the Metropolitan Mayors Caucus’ participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

WHEREAS, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

WHEREAS, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

WHEREAS, the Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

WHEREAS, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

WHEREAS, the Greenest Region Compact offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

WHEREAS, the consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

WHEREAS, the Corporate Authorities of the Village, an Illinois home rule municipality, are authorized to approve in accordance with the applicable State laws, including the Village's home rule powers under Article VII, Section 6 of the 1970 Constitution of the State of Illinois and the Illinois Municipal Code, 65 ILCS 5/1 *et seq*);

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

SECTION 2: Approval. That the Corporate Authorities approve and authorize the execution of the Agreements.

SECTION 3: Authority. The Corporate Authorities authorize and direct the Village President and the Village Clerk, or their designees, to execute the final versions of the Agreements, with such changes thereto as approved by the Village Administrator.

SECTION 4: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

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

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

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

Recorded in the Village records on _____, 2022.



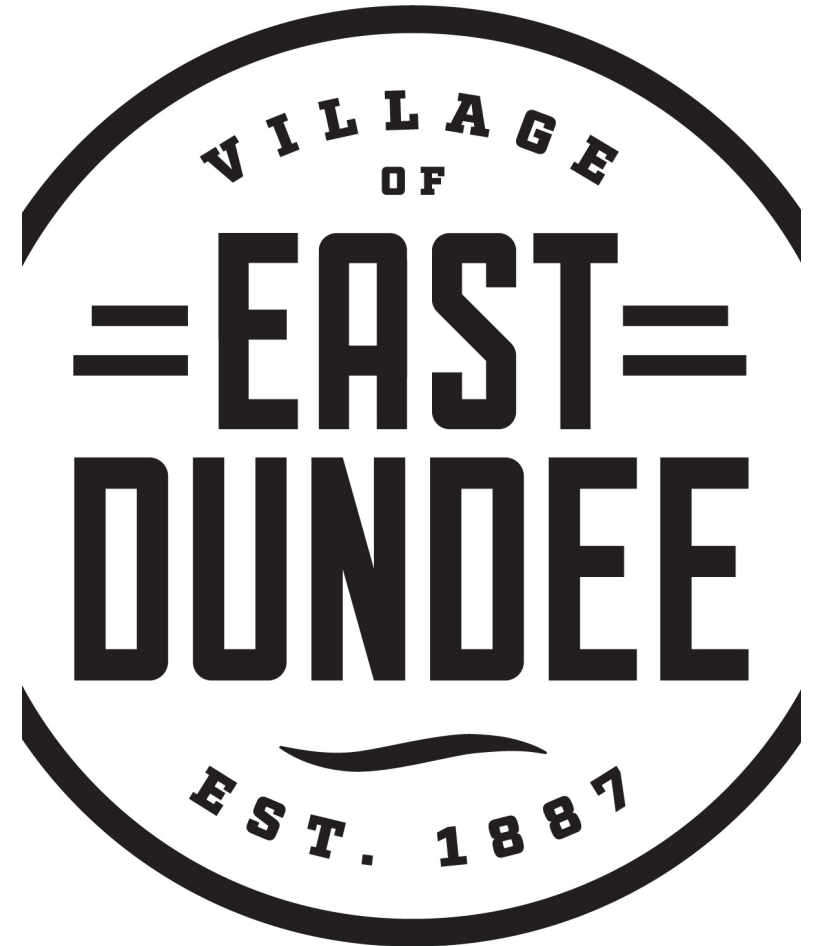
GREENEST REGION COMPACT

Metropolitan Mayors Caucus

BACKGROUND

G R C 2

- An initiative of the Metropolitan Mayors Caucus
- Updated in 2016 to align its goals, now commonly referred to as the GRC2
- To date, 141 communities have adopted the GRC2
- 49 high-level goals under 10 sustainability categories:
climate, economic dev, energy, land, leadership, mobility, municipal operations, sustainable communities, water, and waste & recycling



WHY ADOPT RESOLUTION?

2019 - 2024 Strategic Plan

- Our Vision: *“Over the next five years, East Dundee will become regionally known for its entertainment and family friendly amenities, its natural recreational opportunities, and its ability to continue to be a thriving, financially stable community that is prepared for future challenges.”*



WHY ADOPT RESOLUTION?

Strategic Goals & Priorities

- *Goal 1: “Create a well known, livable, walkable community”*
 - *Objective: “Enhance Village's regional reputation”*
- *Goal 2: “Financial stability and sustainability”*
 - *Objective: “Seek outside funding through grants”*





ADOPTING THE RESOLUTION

What does this mean for the village?

- Pledging to support the GRC2's consensus goals by future initiatives at the Village's own discretion when the opportunities arise.
 - We can go at our own pace
- Should we plan sustainable goals, the GRC2 is a guide to help us
- Provides additional marketing and PR for the Village to share
- The resolution proves the Village's seriousness, which can aid in future grant application consideration
 - ComEd's electric vehicle (EV) charging station as an example



THANK YOU

Franco Bottalico, Management Analyst

Memorandum



To: Village President and Board of Trustees
From: Franco Bottalico, Management Analyst
Subject: 507 Rock Road LLC – Special Use Permit & Variances
Date: June 6, 2022

Action Requested:

Accept the Planning and Zoning & Historic Commission (PZHC) recommendations below for requests #1, #2, and #4.

For #3, Staff recommends granting the variance requiring screening and landscaping.

Additionally, staff recommends a condition that the special use permit and variances shall all expire after 10 years, at which time the petitioner can reapply.

Petitioner Requests	Type	PZHC Recommendation	Votes	Staff Recommendation
#1	Special Use	Grant	(5 Ayes, 0 Nays)	Grant with a condition
#2	Variance	Grant	(3 Ayes, 2 Nays)	Grant with a condition
#3	Variance	Deny	(1 Ayes, 4 Nays)	Grant with a condition
#4	Variance	Deny	(2 Ayes, 3 Nays)	Deny

1. Discussion and motion to approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois granting a special use permit for outside vehicle and equipment parking and storage located at 507 Rock Road, East Dundee, IL 60118 in the M-1 Manufacturing District.
2. Discussion and motion to approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois granting a variance request from Section 157.147(B)(2) and 157.149(B) requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material located at 507 Rock Road, East Dundee, IL 60118 in the M-1 Manufacturing District.
3. Discussion and motion to approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois granting a variance request from Section 157.1479(C) requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side adjoining or fronting any residential or institutional property.

Summary:

The PZHC received an application for a special use permit and three variance requests from Tim Winter, of 507 ROCK ROAD LLC, for outside vehicle and equipment parking and storage at 507 Rock Road Dr., East Dundee, IL 60118. This property is located within the M-1 Manufacturing District. Section 157.065(A)(1)(o)(1) is permitted by special use permit in which it the request is a similar and compatible use to neighboring properties.

Request #1

A request for a special use permit for outside vehicle and equipment parking and storage per the attached concept plan of +/- 6.7 acres for 507 Rock Road LLC (PIN 03-25-215-002) per Section 157.065(A)(1)(o)(1).

<i>Allowable uses of land and buildings:</i> <i>P: Permitted by-right</i> <i>S: Permitted by special use permit</i>	<i>Limited Manufacturing District (M-1)</i>	<i>Limited Manufacturing District (M-2)</i>
<i>1. Temporary uses.</i>		
Temporary building for construction purposes; not to exceed the duration of the construction	P	P
<i>(o) Other special uses.</i>		
<i>1. Other special uses.</i>		
Planned unit development	S	S
Similar and compatible uses to those listed as special uses	S	S
Twenty-four hour per day operation of any permitted or special use	S	S

To consider a special use, the PZHC considered the following standards. For each of these standards, the petitioner's responses are provided in italics below.

Findings of Fact – Special Use:

1. The special use will not be 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.

Applicant Response: *The Special Use will not be injurious. The proposed use is consistent with the use in the Rock Road Business Park, as well as the use of surrounding properties*

2. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Applicant Response: *The Special Use will not impede the orderly development of surrounding properties. The proposed site is a former mine and is currently an asphalt plant.*

3. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.

Applicant Response: *Access and drainage has been addressed through an approved stormwater management plan and grading plan.*

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.

Applicant Response: *The property has access to Rock Road. Ingress and egress into the property will not impact traffic flows or traffic congestion.*

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. The PZHC agreed to recommend the following minimum conditions that were provided by staff:

1. None

Request #2

A variance request from Section 157.147(B)(2) and 157.149(B) requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material.

The petitioner states the use of existing material does not create an issue and is well-compacted.

Request #3

A variance request from Section 157.149(C) requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side adjoining or fronting any residential or institutional property.

The petitioner proposes no landscaping around the site. The existing barrier around the property is concrete blocks and old semi-trailer frames set on their sides. The petitioner agrees to remove the semi-trailers.

Request #4

A variance request from Section 157.149(D) requiring illumination of an off-site parking area.

The petitioner proposes minimal parking lot lighting that will direct light solely over the parking area on the lot and to not illuminate outside of the lot. Petitioner will adjust angle of light to point toward his lot.

Attachments:

1. Ordinance – Special Use
2. Ordinance – Variance
3. Special Use Application
4. Public Notice
5. Findings of Fact – Special Use
6. Findings of Fact – Variances
7. Draft Minutes of the 05.05.22 PZHC Meeting

ORDINANCE NUMBER 22-_____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, GRANTING A SPECIAL USE PERMIT FOR OUTSIDE
VEHICLE AND EQUIPMENT PARKING AND STORAGE FOR 507 ROCK ROAD LLC
PIN 03-25-215-002 IN THE M-1 MANUFACTURING DISTRICT LOCATED IN EAST
DUNDEE, ILLINOIS, IL 60118**

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, under the authority of the Zoning Ordinance, 507 ROCK ROAD LLC property with PIN 03-25-215-002 located in East Dundee, Illinois ("Property"), as legally described in Section 2 below, in the M-1 Manufacturing District, in which outside vehicle and equipment parking and storage) is allowed if the Corporate Authorities first grant a special use permit; 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, the Corporate Authorities have received a request for a special use permit for outside vehicle and equipment parking and storage at the Property ("Application") from the owner of the Property, 507 ROCK ROAD LLC ("Applicant"); and

WHEREAS, notice of a public hearing on the Application before the Village's Planning and Zoning Commission was duly given and a public hearing was held on the Application on May 5, 2022; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.065 of the Zoning Ordinance for a special use permit and recommended approval of the Application, and related findings of fact; and

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission's findings of fact and recommendations on the Application, and hereby approve the proposed special use for outside vehicle and equipment parking and storage on the Property;

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 a special use permit for the Property legally described as:

PIN 03-25-215-002

Lot 2 in Pal Group Industrial Park, a Subdivision of the North 1/2 of Section 25, Township 42 North Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded April 3, 2017 as Document Number 2017K016405

Commonly known as 507 Rock Road Drive, 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 after 10 years. The petitioner can then reapply at that time.

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 6th day of June 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 6th day of June 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 6th day of June 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on June ____, 2022.

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: June __, 2022

ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS GRANTING VARIATIONS FOR OFF-STREET
PARKING PAVING, AND PARKING AREA SCREENING AND LANDSCAPING, FOR
507 ROCK ROAD DRIVE PIN 03-25-215-002 IN THE M-1 MANUFACTURING
DISTRICT LOCATED IN EAST DUNDEE, IL 60118**

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, 507 ROCK ROAD LLC ("Applicant") is the owner of the property with PIN 03-25-215-002 located in East Dundee, Illinois, legally described in Section 2 below ("Subject Property"); and

WHEREAS, the Applicant filed an application with the Village seeking variations from the Zoning Chapter of the East Dundee Village Code as described in the application; and

WHEREAS, pursuant to Section 157.207 of the Zoning Ordinance, 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 Zoning Ordinance when there are practical difficulties or a particular hardship with the strict compliance with the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission of the Village convened and held a public hearing on May 5, 2022 to consider the Application pursuant to the variances; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.207 of the Zoning Ordinance for variations and recommended approval of the Application, and related findings of fact; and

WHEREAS, the Applicant filed an application with the Village seeking a variation from Sections 157.147(B)(2) and 157.149(B) requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material as described in the application; and

WHEREAS, the Applicant filed an application with the Village seeking a variation from Section 157.149(C) requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side adjoining or fronting any residential or institutional property; and

WHEREAS, the Corporate Authorities have received and considered the recommendation of the Planning and Zoning Commission and find it to be in the best

interests of the health, safety and welfare of its residents to approve the requested variations 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: Variations. That the Corporate Authorities hereby grant the Application for the Subject Property, legally described as:

PIN 03-25-215-002

Lot 2 in Pal Group Industrial Park, a Subdivision of the North 1/2 of Section 25, Township 42 North Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded April 3, 2017 as Document Number 2017K016405

Variation 1

A variation from Section 157.147(B)(2) AND 157.149(B) of the Zoning Chapter of the East Dundee Village Code requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material, 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. The variation will allow use of crushed stone base or asphalt shavings.

Variation 2

A variation from Section 157.149(C) of the Zoning Chapter of the East Dundee Village Code requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side of adjoining or fronting any residential or institutional property, 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. The variation will allow that no landscaping be required around the site.

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 507 Rock Road, LLC ceases outside storage at PIN 03-25-215-002

2. The variances will automatically expire after 10 years. The petitioner can then reapply at that time.

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 6th day of June 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 6th day of June 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 6th day of October 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on June ____, 2022.

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: June __, 2022



**APPLICATION FOR DEVELOPMENT APPROVAL:
SPECIAL USE, REZONING AND VARIANCE REVIEW AND APPROVAL**

This form is to be used for all special use applications (except Planned Developments) to be heard by the Village of East Dundee. To complete the form properly, please review the accompanying *Village of East Dundee Instruction Manual for Application for Development Review*. Failure to complete this form properly will delay its consideration.

PART I. GENERAL INFORMATION

A. Project Information

1. Project/Owner Name: 507 Rock Road, LLC
2. Project Location: 507 Rock Road
3. Brief Project Description:
5.5 Acres of tractor trailer parking adjacent to the asphalt plant
4. Project Property Legal Description:
Lot 2 in Pal Group Industrial Park, a Subdivision of the North 1/2 of Section 25, Township 42 North
Range 8 East of the Third Principal Meridian, According to the Plat thereof recorded April 3, 2017
as Document Number 2017K016405
5. Project Property Size in Acres and Square Feet: 30.456 Acres (1,326,663 sq. ft.)
6. Current Zoning Status: M-1
7. Current Use Status: Asphalt plant with Outside storage
8. Surrounding Land Use Zoning: M-1 Limited Manufacturing
9. Zoning District Being Requested (if applicable): Special Use Permit for Truck Parking
10. Parcel Index Numbers of Property: 03-25-215-002

B. Owner Information

1. Signature: _____
2. Name: 507 Rock Road, LLC by 321 Center Street, LLC, Manager by Tim Winter, President
3. Address: 321 Center Street, Hillside, IL
4. Phone Number: 708-544-9440 Fax: _____ Email: tim@fsrealestatellc.com

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

1. Name/Company: FS Real Estate, LLC
2. Address: 321 Center Street, Hillside, IL
3. Phone Number: 708-544-9440 Fax: _____ Email: tim@fsrealestatellc.com

PART III. JUSTIFICATION OF THE PROPOSED SPECIAL USE

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. Applicants are encouraged to refer to drawings or other application materials as necessary to add clarity to their answers. **Applicants are also encouraged to refer to Special Use Criteria Section 157.224(C)(2) or Variances, Section 157.207(C) or Rezoning.**

IF YOU ARE APPLYING FOR A REZONING PLEASE WRITE A PARAGRAPH ON WHAT THE CURRENT ZONING IS AND WHY YOU ARE REQUESTING A REZONING

FOR A SPECIAL USE COMPLETE THE FOLLOWING, FOR VARIANCES ONLY SKIP TO PAGE #4:

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 surrounding areas are heavy industrial including uses with heavy truck traffic and off street parking of tractor trailers.

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 surrounding areas are heavy industrial including uses with heavy truck traffic and off street parking of tractor trailers.

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

The only utility required for parking tractor trailers is electric for lights. ComEd already services the property. The location of the parking area is adjacent to Rock Road Drive which is a public road with heavy truck traffic.

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

Ingress and egress is provided by an existing driveway for the existing asphalt plant and 2 industrial buildings on this property.

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?

Tractor Trailer parking is consistant with uses on neighboring properties including tractor trailer parking on unpaved surfaces, asphalt and concrete plants.

IF YOU ARE APPLYING FOR A VARIANCE COMPLETE THE FOLLOWING:

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

curb & gutter Section 57.101 (F), landscaping Section 157.149 (C), paving Sections 157.147 (B) (2) & 157.149 (B) and lighting Section 57.140 & 157.149 (D).

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

Curb and gutter around the property, with landscape or fenced screening of adjoining residential and institutional properties and asphalt paving of the entire parking surface.

3. What is proposed?

Tractor Trailer parking on existing asphalt grinding and gravel.

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

The location of the proposed parking is not suitable for other uses do to surrounding uses on the site. The portion of the site for the proposed use is uniquely suitable for tractor trailer parking.

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)

None are required as the proposed use is in conformity with the current uses on surrounding properties including tractor trailer parking on unpaved surfaces.

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 surrounding uses on neighboring properties and the subject property render the proposed site unsuitable for uses other than the parking of tractor trailers.

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 use of the property as an asphalt plant with heavy truck traffic limits compatible uses on the property that do not occur in most M-1 Limited Manufacturing properties.

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

Using the entire property for its highest and best uses.

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)

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO



PLANNING AND ZONING & HISTORIC COMMISSION MEETING SCHEDULE
MEETING TIME 7:00PM
***THURSDAY EVENING UNLESS DENOTED**

Planning & Zoning petitions must be received 35 days prior to meeting date for petitions requiring Public hearings. 15 days prior when no Public hearing is required.

Historic Commission Meetings (as needed)

Applications submittals must be received & approved by the Building official for presentation to the Commission minimum of 15 days prior to meeting date.

Per ordinance, the Historic Commission must meet within 15 days of application submittal acceptance date and be duly considered by the Commission or a Certificate of Appropriateness would be deemed issued for failure to meet in the designated time.



**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.

January 20, 2021

Individually and for the Applicant

Date

321 Center Street, Hillside, IL 60162

708-544-9440

Address

Phone Number

Project Description:

507 Rock Road Tractor Trailer Parking



Affidavit of Ownership & Control

I (We), 507 Rock Road, LLC by 321 Center Street, LLC, Manager by Tim Winter, President 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: 

Owner: 507 Rock Road, LLC

Address: 321 Center Street

Hillside, IL 60162

Phone: 708-544-9440

SUBSCRIBED AND SWORN TO before me this
2nd day of February 2022


(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 billed to the applicant. Upon payment of all bills to the Village the applicant will receive their deposit back.

Signature: 

Print Name: Tim Winter

Project Address: 507 Rock Road Dr.

State of Illinois)
County of Kane) SS
Village of East Dundee)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning and Zoning Commission of the Village of East Dundee will hold a public hearing on May 5, 2022, 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:

1. A request for a Special Use for outside vehicle and equipment parking and storage for the property with Common Address 507 Rock Road, East Dundee IL, 60118 PIN 03-25-215-002 in the M-1 Manufacturing District.
2. A variance request from Section 157.147(B)(2) and 157.149(B) requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material. 507 Rock Road, East Dundee IL, 60118 PIN 03-25-215-002 in the M-1 Manufacturing District.
3. A variance from Section 157.149(C) requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side adjoining or fronting any residential or institutional property. 507 Rock Road, East Dundee IL, 60118 PIN 03-25-215-002 in the M-1 Manufacturing District.
4. A variance from Section 157.149(D) (D) requiring lighting illumination of an off-street parking area shall be arranged so as not to reflect rays of light into adjacent residential districts and street. All lighting shall be extinguished not later than 30 minutes after the close of business of the use being served, except as may be otherwise authorized by the Village Board of Trustees. 507 Rock Road, East Dundee IL, 60118 PIN 03-25-215-002 in the M-1 Manufacturing District.

Property Legal Description:

Lot 2 in Pal Group Industrial Park, a Subdivision of the North 1/2 of Section 25, Township 42 North Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded April 3, 2017 as Document Number 2017K016405

COMMONLY KNOWN AS 507 ROCK ROAD, EAST DUNDEE, ILLINOIS, 60118 PIN 03-25-215-002

All interested persons will be given an opportunity to be heard. Any questions regarding this application or the public hearing process may be directed to Chris Ranieri Building Inspector, 120 Barrington Avenue, East Dundee, Illinois 60118, cranieri@eastdundee.net (847) 426-2822.

VILLAGE OF EAST DUNDEE, ILLINOIS

Findings of Fact – Special Use

Property Location: 507 Rock Road, PIN 03-25-215-002.

Special Use requested: A Special Use for outside vehicle and equipment parking and storage for 507 Rock Road LLC with PIN 03-25-215-002. in the M-1 Manufacturing District with the recommended conditions.

Hearing date: May 5, 2022

The Planning and Zoning Commission has made the following findings regarding the special use request:

- 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:**

The Special Use will not be injurious. The proposed use is consistent with the in the Rock Road Business Park, as well as the use of surrounding properties

- 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.**

The Special Use will not impede the orderly development of surrounding properties. The proposed site is a former mine and is currently being used as an asphalt plant and storage.

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

Access and drainage have been addressed through an approved stormwater management plan and grading plan.

- 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.**

The property has ingress and egress to Rock Road. Ingress and egress into the property will not impact traffic flows or traffic congestion.

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

5 ayes 0 nays 2 absent 0 abstain

Date: 5/5/12
Chairman Planning and Zoning Commission



Planning and Zoning Commission Meeting

Findings of Fact – Variances

Property Location: 507 Rock Road, PIN 03-25-215-002.

Variances requested: Variance from Sections 157.147(B)(2) and 157.149(B) requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material with recommended conditions.

Variance from Section 157.149(C) requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side adjoining or fronting any residential or institutional property with the recommended conditions.

Variance from Section 157.149(D) requiring illumination of an off-street parking area with the recommended conditions.

Hearing date: May 5, 2022

The Planning and Zoning Commission has made the following findings regarding the variation request:

- 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; Circle one; Yes/No/Not Applicable(N.A.), Explain:**

Yes

- 2. The plight of the owner is due to unique circumstances; Yes/No/N.A. and**

Yes

- 3. The variation, if granted, will not alter the essential character of the locality. Yes/No/N.A.**

Yes

For the purpose of supplementing the above standards, the Planning and Zoning Commission, in making its decision whenever they are practical difficulties or particular hardship, shall also take into consideration the extent to which the following facts favorable to the applicant, have been established by the evidence that:

- 1. 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.**

Yes

- 2. The conditions upon which the petition for variation is based would be applicable generally to other property within the same zoning classification; Yes/No/N.A.**

Yes

- 3. 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

- 4. The alleged difficulty or hardship has not been created by any person presently having an interest in the property; Yes/No/N.A.**

No

- 5. 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.**

No

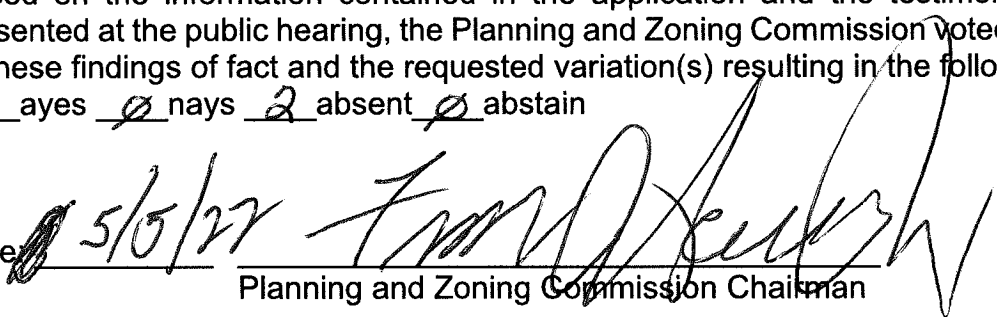
- 6. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood. Yes/No/N.A.**

No

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

5 ayes 0 nays 2 absent 0 abstain

Date: 5/15/22


Planning and Zoning Commission Chairman

CALL TO ORDER

Commissioner Scarpelli called to order the Planning & Zoning and Historic Commission (PZHC) meeting on Thursday, May 5, 2022, at 6:01 pm.

ROLL CALL:

Commissioners Brahar, Brunner, Krueger, Scarpelli, and Steneck. Chairman Myers and Commissioner Feck were absent.

Also in attendance: Building Inspector Ranieri, Clerk Diehl, Engineer Heinz, Management Analyst Bottalico.

Motion to amend the agenda to nominate a chairman pro temp by Steneck/Kreuger
5 Ayes (Brahar, Brunner, Krueger, Scarpelli, and Steneck). 0 Nays. Motion Carries.

Motion to nominate Commissioner Scarpelli as Chairman Pro Temp by Brahar/Steneck
5 Ayes (Brahar, Brunner, Krueger, Scarpelli, and Steneck). 0 Nays. Motion Carries.

APPROVAL OF MINUTES:

1. Planning & Zoning and Historic Commission Meeting Minutes dated April 7, 2022

Motion to approve the April 7, 2022 meeting minutes by Kreuger/Steneck
5 Ayes (Brahar, Brunner, Krueger, Scarpelli, and Steneck). 0 Nays. Motion Carries.

PUBLIC COMMENT: None

HISTORIC COMMISSION: None

NEW BUSINESS:

PUBLIC HEARING (PIN 03-25-215-002, 507 Rock Road, East Dundee, IL 60118) – to consider a request for:

- For a Special Use for outside vehicle and equipment parking and storage.
- For a Variance request from Section 157.147(B)(2) and 157.149(B) requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material.
- For a Variance request from Section 157.149(C) requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side adjoining or fronting any residential or institutional property.
- For a Variance request from Section 157.149(D) requiring lighting illumination of an off-street parking area shall be arranged so as not to reflect rays of light into adjacent residential districts and street.

Motion to open the public hearing by Steneck/Brunner.
5 Ayes (Brahar, Brunner, Krueger, Scarpelli, and Steneck). 0 Nays. Motion Carries.

Clerk Diehl Swore in all those who wish to provide testimony.

Tim Winter, property owner at 507 Rock Road, address the PZCH.

Planning & Zoning and Historic Commission Minutes
Village of East Dundee
Kane County, Illinois
May 5, 2022

Mr. Winters gave a background regarding parking on the property and the asphalt plant, he states their operation is compatible with neighboring businesses.

Commissioner Brunner confirmed this is part of M-1 District. Building Inspector Ranieri states this is comparable to some of the other properties, however, this is regarding leasing out spaces on their lot for truck properties. He stated this would be an accessory use to their business.

Mr. Winters stated they lease this 5.5 acres on their lot to another company, and that company has leased it out for truck parking.

Commissioner Brunner asked why they need a variance from Section 157.147(B)(2) and 157.149(B) requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material. Mr. Winters stated the property has been like that for a long time without issue, and produces minimal dust because it has been compacted over the years. He states it is just as strong as any other asphalt.

Commissioner Brunner asked why they need a variance from Section 157.149(C) requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side adjoining or fronting any residential or institutional property. Mr. Winters stated they are trying to be in conformance with other neighbors near by.

Commissioner Brunner asked why they need a variance from Section 157.149(D) requiring lighting illumination of an off-street parking area shall be arranged so as not to reflect rays of light into adjacent residential districts and street. Building Inspector Ranieri states their current lighting out at the location is for their own security purposes, but it doesn't comply with the code requirements.

A discussion ensued.

Tim Winters stated they do not agree with the recommendation of an 8-foot fence.

Chair Pro Temp Scarpelli states the lot south has this type of fence and screening. Building Inspector Ranieri concurred.

Motion to close the public hearing by Brunner/Steneck.

5 Ayes (Brahara, Brunner, Krueger, Scarpelli, and Steneck). 0 Nays. Motion Carries.

- Motion to recommend approval for a Special Use for outside vehicle and equipment parking and storage by Krueger/Brunner.

A discussion ensued.

5 Ayes (Brahara, Brunner, Krueger, Scarpelli, and Steneck). 0 Nays. Motion Carries.

- Motion to recommend approval of a variance from Section 157.147(B)(2) and 157.149(B) requiring off-street parking areas shall be paved with asphaltic concrete or comparable hard-surfaced, all-weather, dustless material by Krueger/Brahara.

A discussion ensued.

3 Ayes (Brahara, Krueger, and Steneck). 2 Nays (Brunner, Scarpelli). Motion Carries.

Planning & Zoning and Historic Commission Minutes
Village of East Dundee
Kane County, Illinois
May 5, 2022

- Motion to recommend approval of a variance from Section 157.149(C) requiring screening and landscaping for all open automobile parking areas containing more than four parking spaces on each side adjoining or fronting any residential or institutional property by Kreuger/Brahar.

A discussion ensued.

1 Ayes (Kreuger). 4 Nays (Brahar, Brunner, Steneck, Scarpelli). Motioned denied.

- Motion to recommend approval of a variance from Section 157.149(C) requiring screening per the Village Staff recommendations of black chain link fence with slates by Steneck/Brahar.

A discussion ensued.

2 Ayes (Brahar, Steneck). 3 Nays (Brunner, Kreuger, Scarpelli). Motioned denied.

- Motion to recommend approval of a variance from Section 157.149(D) requiring lighting illumination of an off-street parking area shall be arranged so as not to reflect rays of light into adjacent residential districts and street by Kreuger/Brahar.

A discussion ensued. Chair Pro Temp Scarpelli stated there would need to be a photometric study to determine if existing lighting complies to the existing Code.

1 Ayes (Kreuger). 4 Nays (Brahar, Brunner, Steneck, Scarpelli). Motioned denied.

- Motion to approve a Findings of Fact to recommend approval of Special Use for outside vehicle and equipment parking and storage by Brunner/Brahar.

5 Ayes (Brahar, Brunner, Krueger, Scarpelli, and Steneck). 0 Nays. Motion Carries.

- Motion to approve a Findings of Fact to recommend approval of all three variances with amending 1) the first finding of fact answer to “N/A” and “no” to the second finding of fact, and 2) the first difficulty / hardship criteria answer to “no”, the third to “yes”, and the fourth to “NA” by Kreuger/Steneck.

5 Ayes (Brahar, Brunner, Krueger, Scarpelli, and Steneck). 0 Nays. Motion Carries.

A discussion ensued among the PZHC.

ADJOURNMENT:

Motion to adjourn the PZHC meeting at 7:24 p.m. Steneck/Brahar.

Motion carries by unanimous consent. Meeting adjourns.

Respectfully submitted,
Franco Bottalico, Management Analyst

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Subject: Downtown TIF Strategy & Analysis
Date: May 16, 2022

Action Requested:

Staff requests the Village Board authorize the Village Administrator to execute a contract with Johnson Research Group (105 W. Madison St, Chicago IL 60602) in the amount of \$41,500 to evaluate the existing Downtown TIF, providing a strategy to maximize the redevelopment potential of the area, and assist with the process of designating a new TIF or other recommended alternative. Staff also requests the Village Board adopt an ordinance authorizing this study as required by law.

Funding Source:

39-01-5230 - Downtown TIF Fund 39

Summary:

The Downtown Tax Increment Financing (TIF) district was established in 2008 in order to spur redevelopment and financial investment in key areas of downtown East Dundee. Many successful redevelopment projects have taken place in the years since, creating an attractive and popular downtown area with thriving restaurants, special events and entertainment options. While there is much to be proud of, there is still much work left to do. With the approaching end of the Downtown TIF less than 10 years away (December 31, 2031) it is an opportune time to evaluate whether or not the TIF has achieved its intended goals or if there is more opportunity and potential to be gleaned by extending the TIF or creating a new TIF from a smaller part of the existing TIF.

The current budgeted property tax increment the Village is anticipated to receive in FY2023 is \$350,000, contrasted with an annual debt payment on the TIF currently payable at \$1,092,700. It is clear to see that the TIF is underwater and not generating the type of return the Village would like to see. Fortunately, there are other adjacent TIF's that are performing well and thus the Village can port dollars from one TIF to another to make the necessary payments.

Nevertheless, staff believes there are several key development opportunities that are yet to be realized that can significantly increase the increment and contribute to the Village's vitality. Feedback we are hearing from developers, though, is that some financial assistance will be needed to support redevelopment, specifically at the site of the former Haeger Pottery manufacturing facility. The remaining life left on the TIF does not leave sufficient time for a redevelopment project to go through the Village approval process, get constructed, get put on the tax rolls, generate the increment, and then reimburse a developer for any extraordinary costs incurred to make the development financially feasible. If a new TIF is created for the Haeger site and some surrounding parcels, a full 23-year TIF life span will allow a developer a longer amount of time with which to recoup investments via a developer reimbursement than the existing end date would allow.

Johnson Research Group (JRG) would facilitate the entire process from start to finish including public meetings, research, eligibility reports, financial feasibility, and housing impact studies, ultimately leading to the creation of a new TIF or another recommended alternative. JRG is a well-respected consulting firm specializing in the implementation of TIF districts and has a proved track record of success with other Chicagoland communities. The anticipated timeline for this project is 6-9 months.

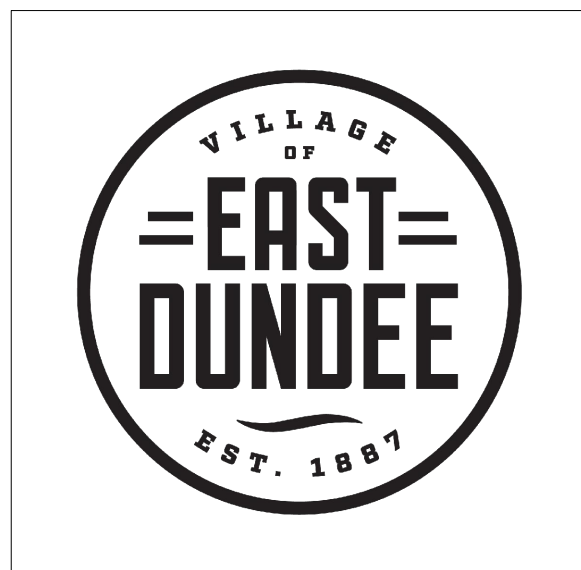
If adopted, Village staff would send this ordinance by certified mail to the affected taxing bodies as required by the TIF Act.

Attachments:

TIF Map

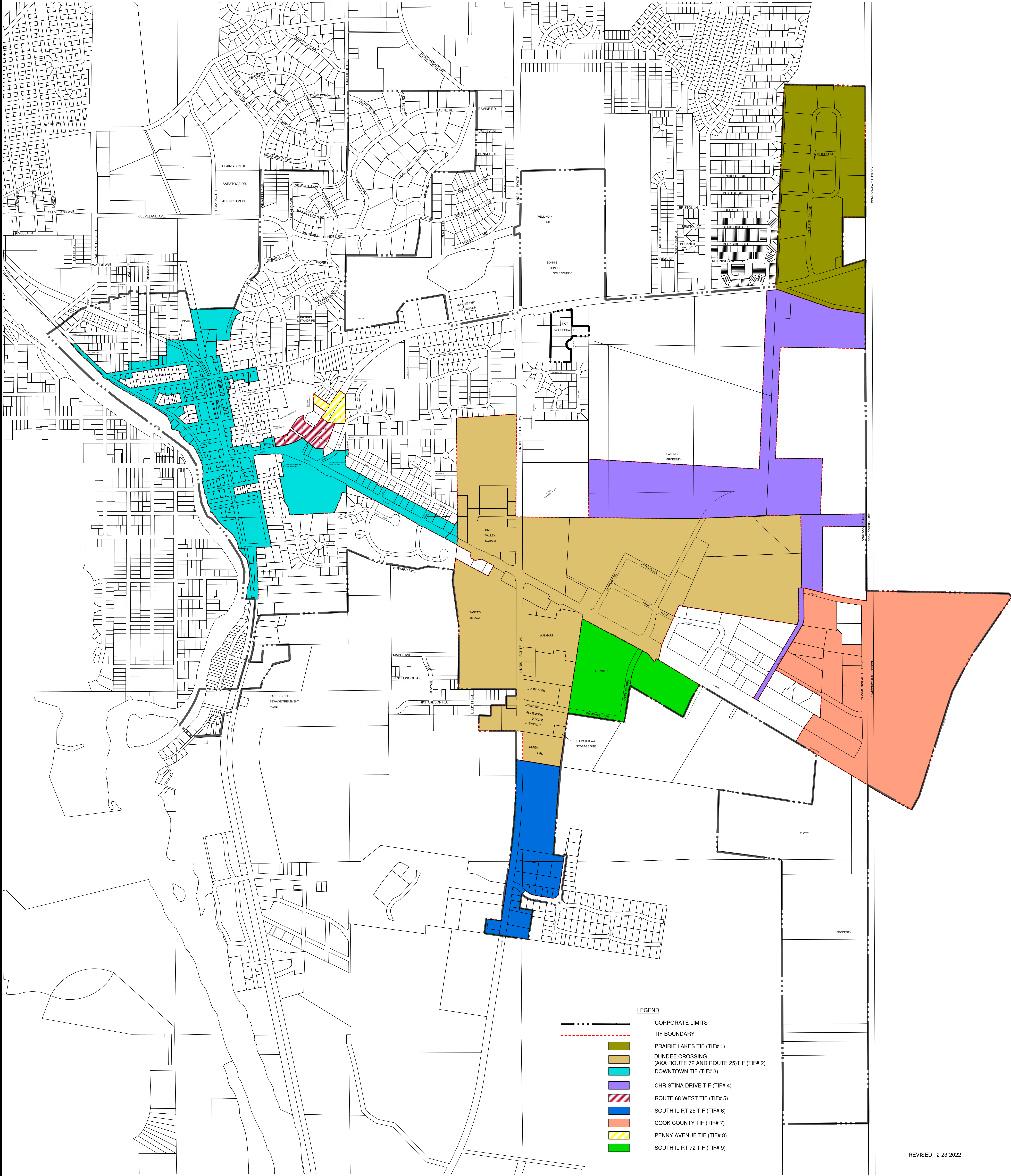
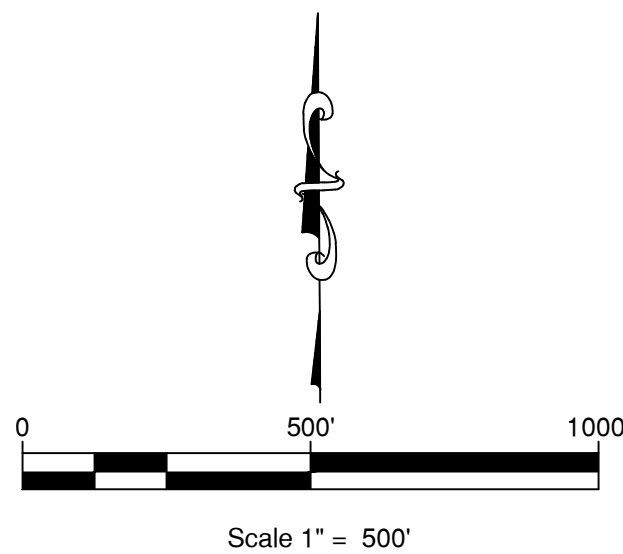
Ordinance

TIF Consulting Agreement



EAST DUNDEE

TAX INCREMENT FINANCING DISTRICT MAP



ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AUTHORIZING A STUDY OF THE FEASIBILITY OF ESTABLISHING TAX INCREMENT ALLOCATION FINANCING TO IMPROVE DETERIORATING PHYSICAL CONDITIONS AND STIMULATE NEW ECONOMIC DEVELOPMENT WITHIN THE EAST DUNDEE TAX INCREMENT FINANCING 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, the General Assembly of the State of Illinois has provided by law the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* ("Act") to assist in the financing of certain improvements in areas which meet specified requirements; and

WHEREAS, the Village desires to investigate the feasibility of establishing tax increment allocation financing under the Act in the area in the Village depicted in **Exhibit A** attached hereto and made a part hereof, and to provide for a study therefor; and

WHEREAS, Section 4.1 of the Act, 65 ILCS 5/11-44.4-4.1, requires the Village to approve the investigate the feasibility of establishing tax increment allocation financing under the Act by ordinance or resolution; and

WHEREAS, the Village President and Board of Trustees have determined that it is advisable, necessary, and in the best interests of the Village adopt 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: Authorization and Approval. That Johnson Research Group, Inc. ("Consultant") is hereby authorized to prepare a study of the feasibility of establishing tax increment allocation financing under Illinois law, for the area designated in **Exhibit A** ("Proposed Redevelopment Project Area"), pursuant to the agreement attached hereto as **Exhibit B** and made part hereof ("Consultant Agreement"), and the Consultant Agreement is hereby approved, and the Village President and Clerk are authorized and directed to sign the Consultant Agreement on behalf of the Village.

SECTION 3: Purpose. That the purpose of establishing tax increment allocation financing in the Proposed Redevelopment Project Area is to improve deteriorating physical conditions in the area and thereby stimulate new economic development.

SECTION 4: Housing Impact Study. That as the achievement of the purpose set out in Section 3 above is reasonably expected to result in the displacement of the residents of ten (10) or more inhabited residential units, the feasibility study authorized by Section 2 of this Ordinance

shall include the preparation of a housing impact study as set forth in Section 11-74.4-3(n)(5) of the Act, 65 ILCS 5/11-74.4-3(n)(5).

SECTION 5: General Description. That a general description of tax increment allocation financing as permitted by Illinois law is attached hereto as **Exhibit C** and made a part hereof.

SECTION 6: Additional Information. That all persons who wish to receive more information about the Proposed Redevelopment Project Area or who wish to comment on or make suggestions regarding the redevelopment of the area to be studied should contact Erika Storlie, Village Administrator, Village of East Dundee, 120 Barrington Avenue, East Dundee, Illinois 60118, telephone number (847) 426-2822.

SECTION 7: Mailing. That immediately upon the adoption and approval of this Ordinance, a copy of this Ordinance shall be sent by certified mail, return receipt requested, to each taxing district that would be affected by the designation of the Proposed Redevelopment Project Area for tax increment allocation financing.

SECTION 8: 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 9: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 10: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

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

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

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

Recorded in the Village records on _____, 2022.

EXHIBIT A

MAP OF PROPOSED REDEVELOPMENT PROJECT AREA

(attached)

EXHIBIT B
CONSULTANT AGREEMENT
(attached)

EXHIBIT C

A GENERAL DESCRIPTION OF TAX INCREMENT ALLOCATION FINANCING AS PERMITTED BY ILLINOIS LAW

Tax Increment Allocation Financing (“TIF”) was enacted into law in 1977. As an economic development tool, it enables municipalities to target financial assistance to, among other things, eliminate or prevent blighted conditions in developed areas like established older downtowns and other commercial areas.

TIF is permitted under Chapter 65 of the Illinois Compiled Statutes, 65 ILCS 5/11-74.4-1 et seq. (“Act”). The Act authorizes municipalities to receive increments generated from increased property tax revenues in an area designated for TIF. The “increment” is the amount of growth in property taxes attributable to the increase in the value of the property in the TIF area after private redevelopment has taken place and/or as a result of the value of the property otherwise increasing. The growth amount is set aside by the tax collector into a special municipal fund to pay redevelopment costs, including debt service. To identify the increment, at the adoption of TIF for an area, the equalized assessed value (“EAV”) of each parcel in the area is frozen at its current amount (“Initial EAV”). During the life of TIF in the designated area, the taxing districts will receive taxes attributable to the lower of the then-current EAV or the Initial EAV. As improvements are made in the TIF area, and EAVs rise, tax revenue attributable to the increase in EAV, above the Initial EAV, goes to the municipality’s special fund to pay redevelopment costs as permitted by the Act.

Once the improvements are completed and all project costs paid, or at a time specified in the original municipal ordinances establishing TIF for the area, the TIF area is dissolved and future incremental tax revenue is paid directly to the local taxing bodies.

May 6, 2022

Erica Storlie, Village Administrator
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

Re: Tax Increment Financing ("TIF") Services Agreement

Dear Ms. Storlie:

Johnson Research Group, Inc. is pleased to submit the enclosed proposal to the Village of East Dundee for Tax Increment Financing consulting services regarding the designation of select properties in the southern portion of the Downtown as a new TIF redevelopment project area in the Village of East Dundee.

In addition to our proposal we are pleased to provide a brief overview of our firm and our professional staff and firm qualifications.

If you have any question about our submittal or require additional materials, please contact me at 312-235-0130.

Sincerely,



Ann T. Moroney
President
Johnson Research Group, Inc.

Tax Increment Financing Consulting Agreement

This Tax Increment Financing Consulting Agreement (“Agreement”) between Johnson Research Group, Inc. (“JRG”) and the Village of East Dundee (the “Village”) dated May ___, 2022 describes JRG’s services to assist the Village with designating an area in the southern portion of the Downtown as a tax increment financing (“TIF”) redevelopment project area. The study area includes parcels of land that are currently included in an existing TIF redevelopment project area and would be removed as part of a proposed new TIF. It is our understanding that to achieve their goals the Village is contemplating the acquisition of select properties for redevelopment. Johnson Research Group, Inc. (“JRG”) will research and analyze available reports, studies, and data to document TIF eligibility and define a recommended project area boundary. As appropriate, JRG will prepare the eligibility study and redevelopment plans required for designation of a new TIF district. JRG’s “Scope of Services” is composed of three basic phases:

Phase 1. TIF Strategy & Pre-Designation Analysis

Phase 1. Draft Documents

Phase 3. Public Participation and Legislative Action

I. SCOPE OF SERVICES

Phase 1: TIF Strategy and Pre-Designation Analysis

Task 1.0 Project Initiation

A conference call or meeting will be held to set the framework of the assignment. The purposes of this conference are to (i) review the overall study objectives; (ii) secure necessary data, plans, studies and resources to complete the assignment; (iii) identify the names, numbers and roles of key persons, and other individuals to be contacted during the course of completing the assignment; and (iv) review the schedule to complete the assignment in a timely manner.

Task 1.1: Preliminary Eligibility Analysis

JRG will assess the feasibility of qualifying the study area for inclusion in a TIF district. JRG will prepare a summary of preliminary qualifying factors present in the area and identify a recommended study area boundary for use in preparing a formal TIF Eligibility Study.

Task 1.2: Preliminary TIF Projections

JRG will prepare preliminary TIF increment projections for the study area and the proposed TIF district in order to obtain a firm understanding of how much increment the Project could be expected to generate within the life of the TIF and how much non-Project increment (area-wide increment) would be available.

Two Base EAV scenarios will be incorporated into the analysis to reflect the alternative ownership possibilities (private vs. public) of one or more parcels within the proposed study area.

Task 1.3: Project Schedule

JRG will work with the Village to develop a TIF designation and public participation schedule that is consistent with the overall schedule for implementation of the Project.

Task 1.4 Meeting

JRG will participate in a meeting(s) with the Village, as needed, to review the preliminary TIF eligibility and incremental revenue analyses. The primary goal will be to obtain consensus on the boundary and revisiting the schedule for moving forward.

Phase 2: Draft Documents

Task 2.1: Eligibility Surveys, Data Collection & Analyses, Finalization of TIF Boundary

JRG will conduct formal surveys and analyses to document the conditions and findings of eligibility in accordance with provisions of the TIF Act. The surveys and analyses will provide the Village with the documentation required to establish the TIF boundaries and support a finding of project eligibility.

Findings from the surveys and analyses will be recorded on maps, survey forms, tables and/or charts as required for presentation to representatives of the Village. JRG will utilize the surveys and analyses in documenting the conditions that exist within the Study Area as a redevelopment project area in accordance with the provisions of the Act. The findings derived here will be used to make a recommendation on the preliminary project boundary.

Task 2.2: Housing Impact Assessment

In conjunction with Task 2.1, JRG will document the number of occupied housing units in the study area for the purpose of determining the need for a Housing Impact Study (HIS) under the requirements of the TIF Act.

Task 2.3: Preparation of Draft Documents

Redevelopment Project and Plan

A preliminary Redevelopment Plan will be prepared in draft form for review and consideration by the Village. The preliminary plan will conform to the requirements set forth in the Illinois Tax Increment Allocation Redevelopment Act and include the following: (a) description of the proposed redevelopment project area; (b) statement of goals and objectives; (c) summary of conditions found to exist which warrant designation of the project as a "blighted area" or "conservation area;" (d) a description of plan and project objectives and redevelopment activities; (e) a general land-use plan; (f) redevelopment and design controls; (g) an itemized list of redevelopment projects costs; and (h) description of sources of funds to pay redevelopment costs, and the types of obligations which may be issued; (i) statement on the lack of growth and development through investment by private enterprise; (j) summary description of the financial impact of the redevelopment project; (k) preliminary assessment of the demand on taxing district services; (l) statement on program to address financial and service impacts; (m) statement on

conformity of the Redevelopment Plan for the Project Area to the Village's Comprehensive Plan; (n) description of phasing and scheduling of the Redevelopment Plan and Project; (o) statement on housing impact and related matters; (p) provision for amending the Redevelopment Plan; and (q) description of the Village's commitment to Affirmative Action.

Village Task: *A legal boundary description of the Redevelopment Project Area will be secured by the Village.*

Eligibility Report

The draft eligibility report to be prepared by JRG will describe the methodology and criteria used to qualify the Study Area for designation and a redevelopment project area pursuant to the Act. Additionally, the eligibility report will present JRG's conclusions of the eligibility surveys and analyses conducted to support the designation.

Housing Impact Study

The Act requires that a HIS be completed if the plan would result in the displacement of 10 or more occupied residential units, or if the area contains 75 or more occupied residential units and the Village does not certify that no residential displacement will occur. If required, we will conduct the HIS as an additional service.

Deliverables: Electronic copies of the Draft Redevelopment Plan will be submitted for review by the Village. The Eligibility Report, prepared as part of this task, will be included as an exhibit to the Redevelopment Plan.

Task 2.4: Amendment No. 1 to Downtown TIF (TIF #3)

JRG will prepare a draft amendment to the Downtown TIF Redevelopment Project Area Plan and Project (the "Original Plan") to reflect the removal of certain parcels of land targeted for inclusion in the proposed TIF District. The document will identify the relevant sections of the Original Plan that have changed as a result of the removal of parcels. Expected to be included among the changes are text, maps, and attachments including PIN list and legal description.

Pursuant to the Illinois TIF Act, the municipality may make changes in the redevelopment plan. Changes which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a newspaper of general circulation within the affected taxing district.

Task 2.4: Document Review and Progress Meeting

JRG will participate in meetings or conference calls with representatives at the Village to review draft documents prepared as part of Task 2.1 above and to secure agreement for the Village to initiate the public hearing process.

After authorization to proceed, reports will be finalized and submitted to the Village in electronic format for filing with the Village Clerk 10 days prior to Village Board introduction. Hard copies of the Final Redevelopment Plan can be prepared upon request by the Village as Additional Services.

Phase 3: Public Process and Legislative Action

Task 3.1: Public Notice by Mail and Publication

JRG will provide technical and administrative assistance, as needed, in the preparation of mailing lists as required by the Act. We will work with the Village and its legal counsel to prepare the relevant materials for the following mailing lists:

- Taxing Agencies and Department of Commerce and Economic Opportunity
- Taxpayers within the Proposed TIF Area
- Prior Taxpayers for Properties with Prior Year Unpaid Taxes
- Residential Addresses within 750 feet of the TIF Boundary

Village Task: Based upon the provision of the data identified in Task 10, it is presumed that the Village will be responsible for the preparation, distribution and publication of public notices on the proposed TIF designation via the United States Post Office and via publication in a newspaper of general circulation, as prescribed in the Act.

Task 3.2: Public Meetings and Adoption

JRG will assist the Village in preparing for and participating in the following meetings with the Village as part of the requirements set forth by the TIF Act and Village policy. Meetings will include:

- Public Meeting
- Joint Review Board Meeting
- Public Hearing
- Village Board Introduction and/or Adoption

Village Task: This scope anticipates the Village will provide the required addresses for public noticing and will be responsible for the preparation, distribution and publication of public notices on the proposed designation of the Study Area as a TIF District via the United States Post Office and via publication in a newspaper of general circulation, as prescribed in the TIF Act.

3.3: Meetings, Presentations and Conference Calls

JRG will attend meetings, participate in conference calls and/or presentations, as needed with the Village staff and elected officials.

During the course of this assignment, JRG assumes there will be one or two changes to the Project's dimensions, quantities, cost estimates, etc., that will require revisions to increment estimates and/or other elements of the TIF application. If more than two sets of revisions are necessary, such time and materials will be considered Additional Services beyond the scope envisioned in this proposal.

II. TIMEFRAME, BASE FEE & EXPENSES, AND ADDITIONAL SERVICES

Timeframe

JRG is available to initiate services as of June 30, 2022 in accord with the time frame set forth below (the "Time Frame") and following the execution and return of this Agreement:

Consulting Tasks	Estimated Time
Phase 1. TIF Strategy & Pre-Designation Analysis	45 to 60 days
Phase 2. Draft Documents	2 to 3 months
Phase 3. Public Participation and Legislative Action	3 to 4 months

Base Fee & Expenses

JRG will invoice all services at a rate of two hundred dollars (\$200.00) per hour. This hourly fee includes senior staff time, overhead, administrative assistance, and clerical work. Excluded from this hourly fee is out-of-pocket expenses, including mileage or other travel costs, parking, tolls, reproduction, data and secondary source documents, and delivery services. Based on preliminary discussions with Village staff, JRG has provided the following estimate of hours to undertake the assignment including an expense allowance of six hundred dollars (\$600.00) for the Village's budgeting.

Consulting Tasks	Estimated Hours	Fees
Phase 1. TIF Strategy & Pre-Designation Analysis	50	\$10,000.00
Phase 2. Draft Documents	95	\$19,000.00
Phase 3. Public Participation and Legislative Action	60	\$12,000.00
Expenses Allowance (data, mileage, parking, tolls)		\$500.00
Total	205	\$41,500.00

Retainer: Not applicable.

Additional Services. JRG will provide Additional Services on an “as-needed” basis by written authorizations, which will become an amendment(s) to this Agreement including all of its terms and conditions. Such Additional Services, if authorized, will include but not be limited to (i) revising JRG’s submittals caused by a change in the size, budget, or configuration of the Project; (ii) litigation testimony/depositions/subpoena research of records and documents/meetings with the Village’s legal counsel; or (iii) financial analysis, presentations, or negotiations with school districts. The fee for Additional Services will be charged on an hourly basis of \$200.00 per hour. No Additional Services will be performed unless all outstanding invoices for service are paid to date for the Base Fee, Expenses, and all previously performed Additional Services, if any.

III. METHOD OF PAYMENT

The Village will be invoiced on a monthly basis for expenses incurred and hours worked on each Task outlined in this Agreement until JRG’s services are complete or terminated. If the Village terminates or breaches this Agreement prior to completion of any task or phase of work outlined herein or any authorized Additional Services, JRG shall be reimbursed within 30 days of such termination or breach at the rate of \$190.00 per hour for work incurred to the date of such termination or cancellation.

IV. MISCELLANEOUS TERMS AND CONDITIONS

The parties hereto acknowledge and agree that the following terms and conditions are included in this Agreement:

- A. Applicable Laws.** This Agreement is governed by and construed in accordance with the laws of the State of Illinois, and the parties agree to submit to the exclusive jurisdiction of, and agree that venue is only proper in, state or federal courts with jurisdiction over Kane County in any legal action, arbitration, mediation, or proceeding relating to this Agreement.
- B. Payment terms.** The full amount invoiced for the Base Fee, Expenses, and Additional Services, if any, less any prior payments, will be due within thirty (30) days of receipt of an invoice tendered via email. Payments that are not received within forty-five (45) days of the billing date are subject to collection actions and an interest surcharge of five percent (5%) compounded monthly until paid in full. JRG reserves the right to suspend all work and/or withhold both interim and the final work product and/or attend any Meetings until any unpaid portion of the

invoiced Base Fee, Expenses, and Additional Services, including interest thereon, if applicable, are received.

- C. **Objectivity.** To protect The Village and other clients, and to assure that JRG's research results will continue to be accepted as objective and impartial by the private and public sectors, it is understood that JRG's fee for the undertaking this Project is not dependent upon the specific conclusions reached or the nature of the oral or written advice provided in its reports and related documentation or presentations.
- D. **Use of Reports by Client.** Final reports and documents will be furnished in PDF format (specifically excluding any JRG electronic files or proprietary models or templates) prepared in connection with this Agreement. The Village acknowledges that it will develop and maintain its own TIF related files to avoid the impracticality and expense of JRG duplicating and forwarding copies of their files at the termination or the conclusion of JRG's Scope of Services.
- E. **Other Matters.** If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.
- F. **Force Majeure.** JRG shall not be liable for not performing any portion of its Scope of Services as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane, tornado, or other natural disaster), Village staffing difficulties, pending changes in applicable TIF or related law or processes, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, pandemics, rebellions, revolutions, insurrections, military or usurped power or confiscation, terrorist activities, nationalization, riots, government sanctions, embargos, labor disputes, strikes, lockouts or interruption or failure of electricity, telephone, or Internet service.
- G. **No Legal, Architectural, Engineering, and Accounting Services.** The Services provided by JRG do not include legal, architectural, environmental, market studies, zoning, planning, engineering, construction consulting, Project budgets, estimating and scheduling, or accounting input (collectively, "Professional Services"), which if needed, will be provided by the Village or its consultants.
- H. **Indemnity:** JRG hereby agrees to indemnify, and hold the Village directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of JRG, its agents, employees, subcontractors, successors and assigns. In any and all claims against the Village or any of its agents or employees, by any employee of JRG, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for JRG under worker's compensation acts, disability benefits acts or employee benefit acts, or other applicable law. JRG assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to JRG as an employer which limit the amount of JRG's liability to the Village to the amount of JRG's liability in contribution or otherwise under any worker's compensation, disability benefits or employee benefit acts.
- I. **Confidentiality.** JRG will respect the confidential nature of this assignment and in so doing will use its discretion where specific identification of the project or the client organization might be involved in obtaining research data. Reports are the property of the Client and will not be made available to any other organization or individual without the consent of the Client. This

agreement, however, will not limit JRG from performing assignments of a similar nature for other clients in any area, now or in the future. In any event, all work performed under this assignment would continue to receive confidential treatment. Accordingly, the parties agree, subject only to legal actions by third parties demanding access to such confidential material, to not share or publish any material that may be injurious to the other party including but not limited to means and methods, so called "trade secrets", or similar material.

- J. The Agreement cannot be assigned.** This Agreement may not be assigned in whole or in part to any person or entity without the express written consent of both parties hereto.

Accepted By:

Village of East Dundee

Name and Title

Date

Johnson Research Group, Inc.

Ann Moroney, President

Date

Johnson Research Group, Inc. is a Chicago based economic development and real estate advisory firm founded in 1998. Led by Ann Moroney since 2012, JRG is a woman owned and operated business with experience in community planning and economic development. JRG specializes in providing local government and private developers with research assistance and financial consulting expertise in the areas of real estate development, financial analysis and management, public finance, fiscal and economic impacts, urban planning, market analysis, capital program and project management, and compliance with federal, state and local programs. JRG is a Registered Municipal Advisor with the Municipal Securities Rulemaking Board.

JRG has extensive experience with a range of economic incentive programs including Tax Increment Financing (TIF), Special Service Areas (SSA), value capture and tax abatement programs. The firm has successfully completed a multitude of projects for both public and private sector clients located throughout the Chicago metropolitan area.

Major Products and/Services Offered: JRG specializes in all aspects of the TIF and SSA processes from eligibility evaluation and designation to project implementation and securing development assistance. Incorporated into this process are critical services that JRG seamlessly provides including property tax analysis and incremental revenue projections, community outreach and public speaking, database development and management, meticulous documentation and expert report writing.

JRG's development experience offers team continuity via redevelopment services beyond TIF and SSA designation and extends through project implementation:

- Financial proformas to test the feasibility of projects and determine the level of public assistance required for project financing;
- Incremental property tax revenue analysis to estimate a project's potential revenue and TIF funding capacity;
- Negotiating terms of agreement for TIF assistance;
- Financial feasibility analyses and reports in support of Bond and Note issuances;
- Fiscal and economic impact analysis;
- Program monitoring, expenditure reconciliation, payment processing and draw requests - during construction and closeout;
- Construction/redevelopment agreement monitoring and compliance; and
- Monitoring/managing the TIF reporting process, including annual reports and ten-year reports.

The JRG team is comprised of experienced professionals with wide-ranging expertise in urban revitalization strategies and implementation. Staff skillsets include project management, proforma development and analysis, forecasting and revenue projections, database architecture, and program compliance with federal, state and local incentive programs. Team members bring experience from both the private side as consultants and as public servants working directly with TIF, economic development and real estate analysis. Together, JRG is able to provide strategic, creative and fiscally sound solutions to each assignment for the benefit of the client and the community.

PROFESSIONAL QUALIFICATIONS

JRG personnel are senior-level consultants that bring considerable experience and creativity to assignments. Provided below is a brief summary of each staff member:

Ann T. Moroney, AICP, Municipal Advisor Representative

Areas of Expertise: As President and sole owner of JRG, Ms. Moroney directs all staff project assignments. Ms. Moroney has 25 years of experience in community planning with special expertise in tax increment financing, economic development incentives, and project implementation. Ms. Moroney has assisted public and private clients with the strategic analysis of economic development options to overcome physical, environmental, financing and other obstacles to development. Ms. Moroney has managed the full range of residential, industrial and commercial TIF projects from TIF feasibility studies to designations and amendments to repeal and dissolution and has been instrumental in the creation of more than 30 TIF redevelopment areas with the City of Chicago and surrounding communities.

Most recently, Ms. Moroney managed the multi-pronged economic incentives strategy for the multi-phased, mixed-use Lincoln Yards development involving the amendment of two existing TIF districts, creation of a new TIF, and complex financial analysis and negotiation of TIF assistance for regionally serving public infrastructure costs. Ms. Moroney's work included the North Branch Industrial Modernization study for the City of Chicago involving in-depth planning research and financial analysis of the North Branch Industrial Corridor's redevelopment potential as a dynamic mixed-use environment as leverage for possible critical infrastructure funding. Ms. Moroney served on the team that implemented the Red and Purple Modernization Phase One Project TIF, the first transit TIF in the state of Illinois using incremental property tax revenue to modernize and improve critical infrastructure along the Red and Purple lines of the CTA rail system. Ms. Moroney conducted the financial analysis, research and development of the complex, interagency capital funding program for Chicago Public Schools (CPS) that culminated in the Modern Schools Across Chicago (MSAC) Series 2007 GO Bond Issuance and MSAC Series 2010 GO Bond Issuance, generating more than \$500 million in bond proceeds. Ms. Moroney manages the ongoing TIF strategies and support program for CPS' capital improvement program.

Ms. Moroney's broad planning and economic development experience includes 12 years of land use planning and development assignments throughout Chicago and suburbs with the firm of Trkla, Pettigrew, Allen & Payne (TPAP) and its successor firm of URS Corporation. Projects range from comprehensive community planning to business district and neighborhood planning; from site specific public benefits analyses to community wide opportunity sites analyses. Select projects included the Lemont Station Area Plan, Millennium Park Impact Analysis, Morton Grove Subarea Plan and Evergreen Park Comprehensive Plan.

Ms. Moroney is a Series-50 Qualified Municipal Advisor Representative. The firm is registered with the Securities Exchange Commission and the Municipal Securities Rulemaking Board.

Ralph E. Kinser, Senior Financial Analyst

Areas of Expertise: Mr. Kinser has more than 20 years experience in real estate and financial analysis. Mr. Kinser provides project management and financial analysis services to real estate developers seeking financial assistance at city, state and federal levels. Key roles include pro forma analysis, identification of appropriate programs and development costs eligible for reimbursement, quantification of financial gap, completion of applications, facilitation and guidance through technical and scheduling issues, as well as acting as liaison to appropriate government agencies. Mr. Kinser has prepared TIF redevelopment plans, TIF incremental revenue estimates, and feasibility studies for communities and developers in Midwestern states for designation of TIF redevelopment areas, issuance of TIF-supported municipal bonds, and economic impact analyses of redevelopment projects. Mr. Kinser's experience also includes the preparation of estimates of property and sales tax revenues and identification of redevelopment opportunity sites for communities throughout Illinois. Notable projects included serving as lead financial analyst on bond feasibility studies for prominent City of Chicago TIFs— Near South TIF and Central Loop TIF--and for the Modern Schools Across Chicago II (MSAC II) bond issuance, as well as numerous feasibility studies for monetization of tax-exempt TIF Notes. Most recent major project (2017) involved financial modeling of TIF funding for infrastructure upgrades needed to redevelop an industrial area (Chicago's North Branch Corridor). The North Branch analysis involved the analysis of new and existing TIF districts and the revenue potential of over 17 million square feet of new residential and commercial space. Mr. Kinser was integrally involved in the implementation of the City of Chicago's first transit TIF, the Red and Purple Modernization Phase One Project TIF, adopted in 2016.

Prior to his work in planning and development, Mr. Kinser served as a property tax analyst in which he prepared commercial and residential property tax appeals in Cook County, Illinois. Mr. Kinser also worked as an actuarial associate where his responsibilities included analysis of claims and premiums to determine appropriate levels of reserves for health insurance claims and preparation of materials for compliance with state regulatory agencies.

David J. Miller, Public Finance Consultant

Areas of Expertise: Mr. Miller has over 18 years of experience in local and state government that includes budgeting, revenue forecasting, financial modeling and reporting, tax increment financing (TIF), and program evaluation. He has extensive experience modeling revenues including property tax and TIF, as well as other tax revenues, including sales and use taxes, utility taxes, lease and transfer taxes, hotel taxes, income taxes, and motor fuel taxes. During 13 years with the City of Chicago in both the Department Planning and Development and Office of Budget and Management, Mr. Miller helped transform the City's TIF program in very significant ways: (1) creating long-range projections for more than 160 TIF districts with total annual revenues exceeding \$500 million and assets over \$1 billion; (2) identifying \$1 billion in surplus over eight years; (3) and improving program transparency and accountability by creating public facing reports and a downloadable dataset containing long-range projections for each TIF district. Mr. Miller also developed funding scenarios for a variety of projects

including commercial and residential development, municipal infrastructure, schools, transit, and parks. He was also the lead analyst for the Modern Schools Across Chicago Program, which included two TIF-backed municipal bond issues used to fund school renovations and new school construction. Mr. Miller also processed applications for TIF assistance from private developers including: pro forma financial analysis, negotiating redevelopment agreements, and moving projects through the legislative process.

Mr. Miller also spent five years in the program evaluation division of the Wisconsin Legislative Audit Bureau where he contributed to a variety of evaluations including Wisconsin's welfare-to-work program, Milwaukee's private school voucher program, as well as state administration of legalized gaming, the state's bridge inspection program, and the use of purchasing cards by state employees.

Robert Kunze, Consultant

Areas of Expertise: Mr. Kunze has 31+ years of professional experience with the City of Chicago – 20 years in the planning, development, and implementation of transportation projects and 11 years in urban economic development, focusing on the financing of redevelopment projects. Highlights include: planning and design of the Southwest Rapid Transit (Orange) Line, oversight of infrastructure improvements for the Cityfront Center Real Estate Development, oversight of various improvements to the Chicago Skyway Toll Bridge, and a lead role in the planning, design, and funding of a downtown light rail transit project.

Mr. Kunze was responsible for the development, management and administration of the City's two billion dollar Tax Increment Financing (TIF) Program. He promoted and successfully implemented TIF funding for home owners, small businesses, job training, and affordable housing. He set various standards for TIF grants for private redevelopment projects and developed and negotiated specific financial incentive packages for many major development projects, including Chicago's Public Schools, University of Illinois at Chicago's South Campus expansion, Mercy Hospital, preservation of the historic Tree House Studio/Medinah Temple complex, and several downtown headquarter retentions and relocations, including Boeing, United Airlines, and CNA Insurance.

During his DPD tenure, Mr. Kunze assumed responsibility for several other financial incentive programs, including loans, bonds, property tax incentives, state enterprise zones, and special services areas. He oversaw the successful application for \$100 million in federal New Market Tax Credits and implementation of Chicago's program.

Mr. Kunze has conducted TIF training sessions, consulted with the City of San Francisco on TIF strategies, and works part-time for Johnson Research Group. Recent projects have included TIF feasibility and public benefits analysis for a new multi-phased residential development, a preliminary development potential analysis for historic Pilgrim Baptist Church, and the TIF financing process for Breakthrough Urban Ministries and Swedish Covenant Hospital.

Lisa Gutierrez, Audit and Compliance Specialist

Areas of Expertise: Lisa has over 15 years of experience in private sector real estate development. She has extensive experience in real estate project management, property management, accounting, budgeting, marketing and construction loan draws and management including the preparation of detailed and comprehensive Sworn Owner's Statements (SOS), compiling and organizing complete draw packages for the lender and title company and coordinating between the parties to ensure timely draw payouts. Ms. Gutierrez manages the TIF compliance and monitoring processes as well as project cost review and reconciliation for clients both public and private. Ms. Gutierrez is the project manager for ongoing strategy and management of TIF Capital Planning for Chicago Public Schools. Prior to joining JRG, Lisa worked with a real estate development firm specializing in retail shopping center development and property management and consulting.



TIF DESIGNATION, TIF AMENDMENT, ENTERPRISE ZONE CITY HYDE PARK MIXED USE DEVELOPMENT Chicago, IL

City Hyde Park is a mixed-use development in Chicago's Hyde Park neighborhood and represents the first non-university housing development in Hyde Park in decades. Developed by Antheus Capital and designed by renowned architect Jean Gang, it consists of approximately 120,000 sq. ft. of retail anchored by Whole Foods with 180 apartments. The City Hyde Park project will receive approximately \$15 million in Tax Increment Financing (TIF) and State Enterprise Zone (EZ) incentives, without which the project was not economically viable.

JRG provided various financial consulting services to the client, including the necessary studies, analysis, and applications for the TIF and EZ financial incentives. JRG identified creative solutions for utilizing TIF and EZ incentives when neither appeared viable initially. TIF strategies included extracting the City Hyde Park project site from an existing TIF and creating of a new standalone TIF, resulting in an additional \$2 million in potentially available TIF revenue and ensuring first claim on its own property tax increment. Without this first claim it would be difficult for the client to borrow against future TIF revenues. With expertise in TIF and experience on similar challenges, JRG worked seamlessly and successfully with the City and the Client.

JRG's knowledge of and hands-on experience with Chicago EZ incentives lead to the adoption and implementation of our recommendation to expand a nearby State Enterprise Zone to include the project site. For the client, the modest cost of expanding the zone resulted in significant financial benefit (up to \$3 million in relief from sales taxes on construction materials).



SWEDISH COVENANT HOSPITAL TIF DESIGNATION/TIF APPLICATION/COMPLIANCE Chicago, IL

Johnson Research Group was engaged by Swedish Covenant Hospital to develop an incentives strategy for addressing two key hospital objectives: 1) create an integrated, culturally sensitive and women-centered health center and 2) modernize and address chronic overcrowding of the Emergency Department. JRG evaluated the eligibility of the campus and the neighboring corridors and found strategic connections to adjacent TIF districts. The TIF designation involved active community outreach, stakeholder engagement, and public meetings to educate and inform the larger community about the TIF process and the intentions of the hospital.

JRG worked hand in hand with SCH on the preparation of a TIF application and redevelopment agreement to construct the 16,800 s.f. Mayora Rosenberg Women's Health Center and fully renovate the hospital's emergency department. JRG helped SCH secure \$4.6 million in TIF toward \$18.4 million in construction and renovation projects.

During and after completion of the project, JRG continued to assist SCH in the preparation of construction cost certification submittals required by the City. Services included:

- Review and reconcile SCH and its general contractors Sworn Statements and draw packages
- Comprehensive review of subcontractors' lien waivers for completeness and accuracy
- Complete review of all invoices and supporting documents for cost certification submittal
- Compile and organize documents efficiently to expedite review by City staff

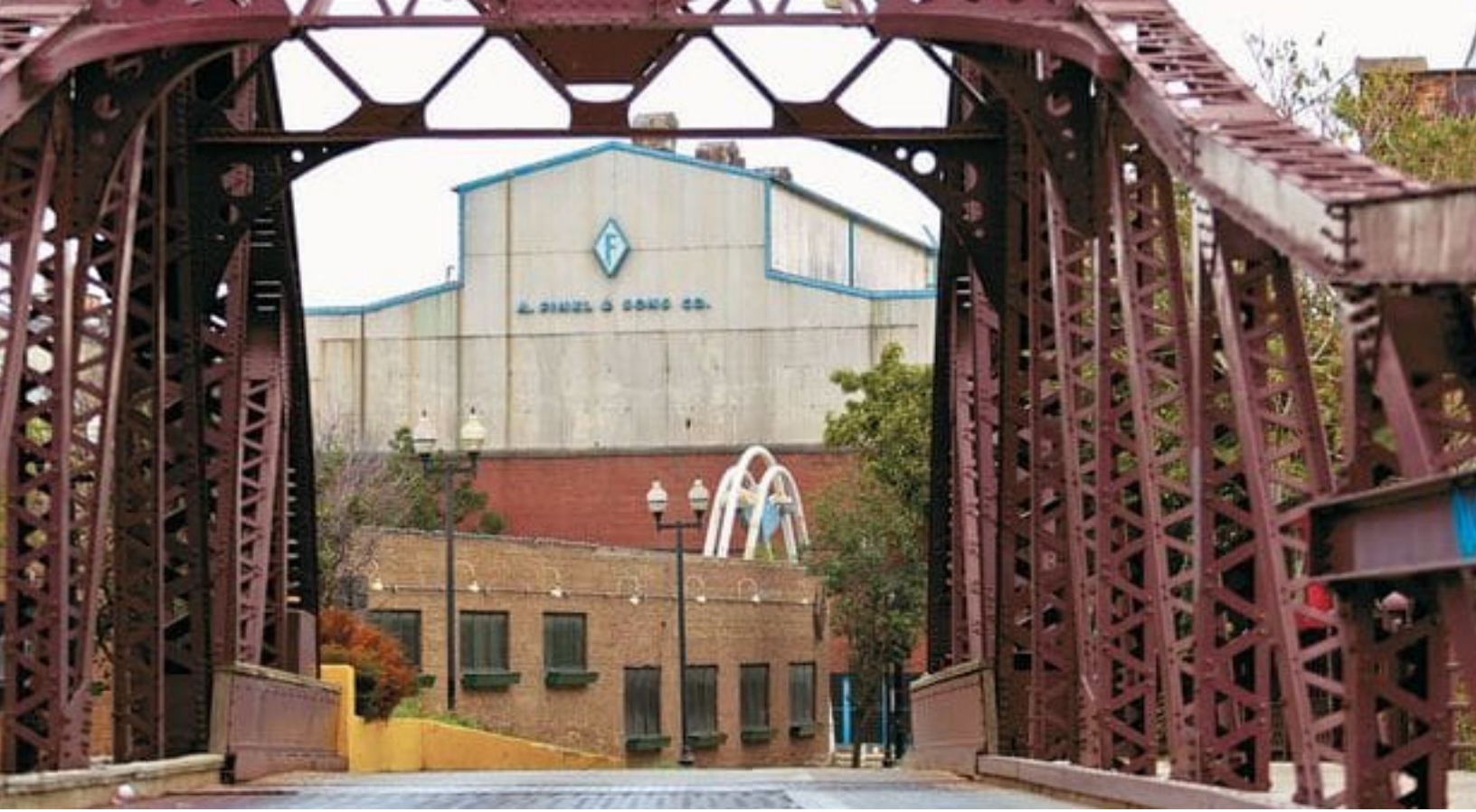


SAWMILL STATION LIFESTYLE CENTER BOND FEASIBILITY STUDY Morton Grove, IL

The Village of Morton Grove engaged Johnson Research Group, Inc. (“JRG”) to prepare an independent financial feasibility study related to the issuance and sale of a \$14 million Tax Increment Financing (TIF) revenue bond for the development of the Sawmill Station Lifestyle Center. Developed through a joint venture of IM Properties and Kensington Development Partners, the new center will provide a modern shopping, dining and entertainment experience at the important crossroads of Dempster Street and Waukegan Road in the Village of Morton Grove.

JRG conducted the financial analysis of potential property and sales tax revenues generated by the project as well as an assessment of obligations and risks associated with the proposed development project. Research included property tax data at the parcel level, sales tax estimates, and document review of relevant establishing ordinances, agreements and existing obligations. JRG prepared a detailed memorandum for inclusion in the Limited Offering Memorandum that included methodology, development assumptions, risks and conditions, sensitivity analysis and a detailed history and projection of property tax revenue and sales tax generation. Bonds were successfully issued in October 2019.

JRG was engaged in 2020 by the developer to update sales and property tax revenue estimates for the shopping center and prepare preliminary estimates of property tax revenue for Phase 2 of the Sawmill Station development, a 250-unit apartment development. Under construction in the midst of the Covid-19 pandemic and following major changes to Cook County assessment practices, JRG’s analysis of the residential development required additional due diligence and sensitivity testing to provide reliable assumptions and sound foundation before proceeding with bond issuance.

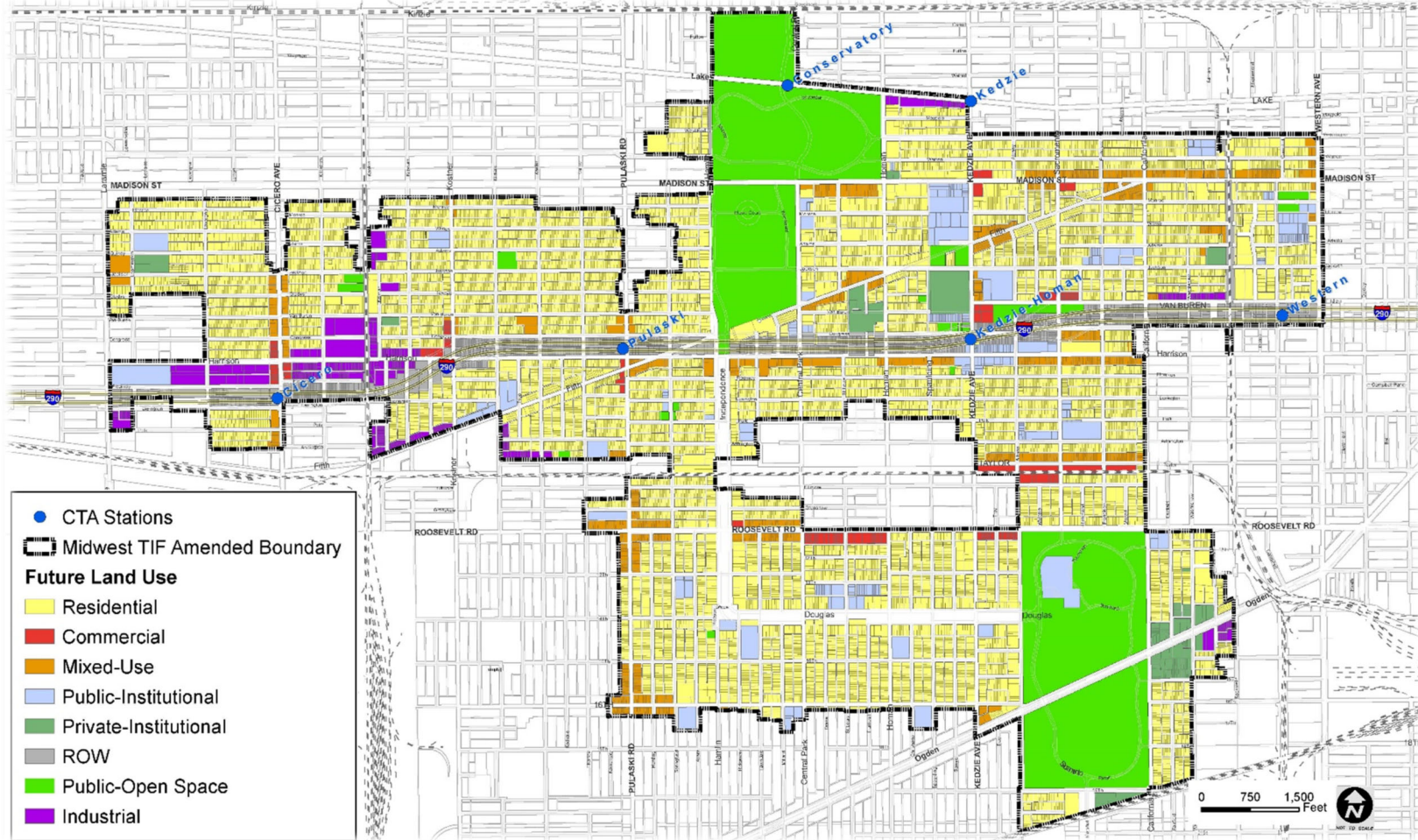


NORTH BRANCH INDUSTRIAL MODERNIZATION ECONOMIC IMPACT ANALYSIS CHICAGO, IL

The team of Applied Real Estate Analysis and JRG was engaged to assist the City of Chicago with the implementation phase of the North Branch Framework Plan. The first component of the assignment was to develop a comparative analysis of Knowledge Capital assets and characteristics followed by in-depth research and economic analyses of the North Branch Industrial Corridor to support modernization of the corridor and redirect land use where heavy industry is no longer the main driver for growth. JRG conducted in-depth financial analysis of the development potential within the North Branch Industrial Corridor to prioritize and direct public and private investments.

JRG was responsible for developing a computer model for calculating incremental property tax revenue generated by a massive mixed-use development expected to evolve over a 20- to 30-year period and involve multiple TIF districts including the possible extension of two existing TIFs, the creation of two new TIF districts and variations in between.

Given the scale of development and revenue generation potential in the various TIF projection analyses, JRG evaluated the fiscal impact of TIF scenarios on the tax base of the taxing districts and the City as a whole. The potential for new TIFs in this area of Chicago depend heavily upon public-private investments in major transportation and infrastructure improvements, environmental cleanup as well as comprehensive land use planning.



MIDWEST TIF DESIGNATION, TIF AMENDMENT

Chicago, IL

JRG staff were engaged by the City of Chicago at two points during the designation of the Midwest TIF district. JRG staff members were instrumental in establishing this TIF district in 1999. The TIF was designed to incentivize a critical mass of projects for an area that had experienced significant physical and economic decline over a period of more than 30 years. The Project Area spanned two community areas, contained 5,085 buildings and encompassed nearly 2,000 acres of land.

Tasks included detailed study of project eligibility, identification of opportunity sites for development, estimation of property acquisition and land assembly cost, review of real estate assessments including tax status and ownership, and estimates of job creation and projected real estate tax increment revenues for the area. JRG worked in tandem with Department of Planning and Development staff on outreach and public participation events with the community.

In the years since adoption, the Midwest TIF has funded a number of private and public improvement projects that created new affordable housing, funded park and school improvements, and supported expansion of important non-profit health institutions. The TIF has provided more than \$2 million toward small business improvements and nearly \$6.5 million for residential improvements to homeowners.

With more work to be done, JRG was engaged by the City in 2011 to amend the Midwest TIF, expanding the boundaries and extending the life of the TIF by the statutorily allowed 12 years. JRG evaluated the eligibility of the additional area, effectively doubling in the size of the TIF and encompassing more than 11,000 tax parcels in total. Due to major legislative changes to the TIF Act since its original adoption, JRG identified critical updates needed as part of the TIF amendment that would ensure compliance and transparency for the remaining term of the district.

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Subject: Depot Staffing Discussion
Date: June 6, 2022

Action Requested:

Staff requests the Village Board discuss and provide direction to staff regarding current Depot staffing levels and associated financial responsibilities.

Fiscal Impact:

Open to discussion

Summary:

The Dundee Township Visitor's Center is part of the Depot located in the heart of downtown East Dundee. The Depot is currently open M-F from 10am to 2pm, Saturdays from 9am to 3pm, and 10am to 3pm on Sundays.

The Depot Market is held from 8am to 2pm every Saturday from mid-May to October. Additionally, the Village accepts Depot rental applications from the public to hold public events at the Depot. It is staffed by Bill Zelsdorf.

In theory the Mr. Zelsdorf's salary was meant to be financially supported by Depot Market booth sale revenue. Recently, the Village has been asked to financially contribute to the staff as market booth sale revenue has not met expectations. The Village has previously paid Mr. Zelsdorf weekly as a vendor beginning in 2020 at the onset of the COVID-19 pandemic through April 31, 2022. The Village is currently not compensating Mr. Zelsdorf outside of the depot market arrangement.

If the direction from the Village Board is to continue to pay for staffing at the previous levels, the requested amount would be to currently pay \$4,200 for remaining 21 weeks in 2022, and then \$5,200 for a 26-week Depot season in future years. Mr. Zelsdorf requested for the Village to continue paying him what the Village was paying him previously, which was \$200 per week. The previous arrangement ended April 30, 2022 and therefore the additional requested funds were not budgeted in the current budget. This could be funded from the contingency fund.

Employee	Requested Rate	Hours	Days	Weeks	Amount
Bill Zelsdorf	\$10/hr	10am – 2pm	Mon - Fri	21 in 2022	\$4,200
Bill Zelsdorf	\$10/hr	10am – 2pm	Mon - Fri	26 in out-years	\$5,200

If the direction from the board is to fund this arrangement, Staff is recommending an annual payment in the form of a donation, similar to the method of the Dundee Historical Society. Then the entity receiving the donation could arrange for the weekly payments to Mr. Zelsdorf.

Memorandum



To: Village President and Board of Trustees

From: Brandiss J. Martin, Administrative Services Director

Subject: Repeal of Water & Sewer Ordinance

Date: June 6, 2022

Action Requested:

The Utility Committee and staff recommend the Village Board approval an ordinance repealing waivers of certain water and sewer service late fees and shutoff requirements in chapters 51 and 53 of the Village of East Dundee Village Code.

Summary:

On March 24, 2020, former Village President Miller approved Executive Order 02-01 Suspending Water and Sewer Late Penalty Payment Penalties in response to the COVID-19 pandemic and the anticipated financial impact to residents and businesses. This Executive Order was solidified into Ordinance 20-30 in August 2020 and has been extending consistently through present day. On October 18, 2021, staff requested a repeal of Ordinance 20-30. This effort was unanimously denied pending a review of policies and procedures related to late fees, shut offs, and billing adjustments for leaks that were established prior to COVID-19.

Since October 2021, staff has worked with the Utility Committee to address the concerns outlined by the Village Board. As such, the Utility Committee and staff is requesting the Village Board approve the attached Ordinance to repeal the relief as a majority of water and sewer customers have been paying their utility bills throughout the course of the pandemic without issue. The Village has provided information to resources such as the Red Cross and Kane County financial assistance programs to residents who have experienced financial difficulties. The Finance Department has and will continue to enter into payment arrangements with customers who request them. The Village has received several requests from property owners with tenant occupied buildings to shut off utility services for nonpayment, as ultimately, the property owner is responsible for any outstanding bills on the property.

Legislative History:

On March 24, 2020, former Village President Miller approved Executive Order 02-01 Suspending Water and Sewer Late Penalty Payment Penalties in response to the COVID-19 pandemic. In August of 2020, the Village Board approved Ordinance 20-30 which waived late

fees and shutoff requirements as provided in Chapters 51 and 53 of the Village Code. This Ordinance was subsequently extended on February 1, 2021 and on May 17, 2021.

Attachments:

Ordinance Repealing Waivers of Certain Water and Sewer Service Late Fees and Shutoff Requirements in Chapters 51 and 53 of the Village of East Dundee Village Code

ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, REPEALING WAIVERS OF CERTAIN
WATER AND SEWER SERVICE LATE FEES AND SHUTOFF REQUIREMENTS
IN CHAPTERS 51 AND 53 OF THE VILLAGE OF EAST DUNDEE VILLAGE CODE**

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on August 3, 2020, the Village President and Board of Trustees adopted Ordinance Number 20-30, entitled "An Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois, Waiving Certain Water and Sewer Service Late Fees and Shutoff Requirements in Chapters 51 and 53 of the Village of East Dundee Village Code" ("Original Ordinance"); and

WHEREAS, on February 1, 2021, the Village President and Board of Trustees adopted Ordinance Number 21-04, entitled "An Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois, Waiving Certain Water and Sewer Service Late Fees and Shutoff Requirements in Chapters 51 and 53 of the Village of East Dundee Village Code Through April 30, 2021," which amended the Original Ordinance, to extend the waivers of certain Village water and sewer late fees and shutoff requirements through April 30, 2021 ("Amending Ordinance"); and

WHEREAS, on May 17, 2021, the Village President and Board of Trustees adopted Ordinance Number 21-19, entitled "An Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois, Extending Waivers of Certain Water and Sewer Service Late Fees and Shutoff Requirements in Chapters 51 and 53 of the Village of East Dundee Village Code Through the Duration of the Covid-19 Pandemic," which amended the Original Ordinance, as amended by the Amending Ordinance, to extend the waivers of certain Village water and sewer late fees and shutoff requirements through the COVID-19 pandemic ("Second Amending Ordinance"); and

WHEREAS, the Village President and Board of Trustees desire to repeal the Original Ordinance, the Amending Ordinance and the Second Amending Ordinance and to reinstate the water and sewer service late fees and shutoff requirements previously waived; and

WHEREAS, the Village President and Board of Trustees have determined that it is advisable, necessary, and in the best interests of the Village adopt 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: Repeal of Waivers. That the Original Ordinance, the Amending Ordinance and the Second Amending Ordinance are hereby repealed.

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

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

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

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

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

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

Recorded in the Village records on _____, 2022.

Memorandum



To: Village President and Board of Trustees

From: Brandiss J. Martin, Administrative Services Director

Subject: Amendment to Water & Sewer Service Ordinance

Date: June 6, 2022

Action Requested:

The Utility Committee and staff recommend approval of an ordinance amending various sections of the Village of East Dundee Code regarding utility billing policies and accounts receivable and collection of delinquent debt policies.

Summary:

With the onset of the COVID-19 pandemic, the Village Board enacted Executive Order 02-01 and, later, Ordinance 20-30 which suspended water and sewer late penalty payment penalties and shutoffs to reduce the financial impact to residents and businesses during that difficult time. As the impact of the pandemic began to subside, staff requested a repeal of Ordinance 20-30. This effort was unanimously denied pending a review of policies and procedures related to late fees, shut offs, and billing adjustments for leaks that were established prior to COVID-19. As a result, staff held meetings on November 2, 2021 and March 18, 2022, with the Utility Committee to discuss recommended changes to the policies and procedures as requested by the Village Board. Below is a summary of the approved recommendations presented to the Utility Committee by staff.

As a reference to the below recommendations, staff has provided the current water billing schedule for 2022 (also posted on our website):

Billing Period	Meter Read	Bill Mailed	Due Date	Penalty Date	Door Hanger	Shut Off
11/18 – 01/14	Jan. 10-13	01/31/2022	02/21/2022	02/22/2022	03/21/2022	03/28/2022
01/15 – 03/12	Mar. 07-11	03/31/2022	04/21/2022	04/22/2022	05/17/2022	05/24/2022
03/13 – 05/07	May 02-06	05/31/2022	06/21/2022	06/22/2022	07/19/2022	07/26/2022
05/08 – 07/02	Jun. 27-30	07/29/2022	08/22/2022	08/23/2022	09/19/2022	09/26/2022

07/03 – 09/03	Aug. 29– Sep. 2	09/30/2022	10/24/2022	10/25/2022	11/21/2022	11/28/2022
09/04 – 11/05	Nov. 01-04	11/30/2022	12/21/2022	12/22/2022	01/17/2023	01/24/2023
11/06 – 01/07	Jan. 03-06	01/31/2023	02/21/2023	02/22/2023	03/20/2023	03/27/2023

Ordinance Changes:

This section of the memo will address the current practices for handling penalties, shut offs, and liens. Any section that refers to “current practice” is either current practice or the implemented practice prior to COVID-19. These changes are reflected in the attached amended ordinance.

Penalties

Current Practice	A 10% fee is assessed to the bill if it remains unpaid for a period of 21 days from the date of the mailing of the bill.
Staff Recommendation	Assess a 10% fee on any outstanding balance owed to the Village on the next billing cycle. Since the utility billing is on a bi-monthly cycle, this option will provide an additional 35 or more days for a customer to pay their outstanding bill in full without penalty. Upon customer request, waive penalty for one (1) time late fee within a six (6) month period (or three (3) billing cycles). For each cycle of non-payment, a 10% fee will be assessed to the outstanding amount owed.
Example	Thomas receives a utility bill for \$200 due on April 21 st . If Thomas does not pay by the due date, a 10% late fee (\$20) will be applied to the outstanding amount owed for a new total of \$220. This amount will be due on June 21 st with the issuance of a new utility bill.

Shut Offs

Current Practice	Shut off utility services after 42 days of non-payment. Customer is notified of the potential shut off via a <i>Notice of Collection Letter</i> and is given an additional 14 days to pay. If not paid within 14 days, customer receives a door tag and is provided 5 days to make a payment, or their service will be terminated.
Staff Recommendation	Shut off utility services after the 3 rd billing cycle of non-payment. Customer must pay the full amount of the past due bill plus the immediate past due amount in order to avoid shut off. Customer will be notified of the potential shut off with a door tag and mailed letter (and email if contact information is on file) and is provided 10 days to make a payment or contact the Village to enter into a payment arrangement.

Example	Thomas did not pay his new utility bill received for June in the amount of \$370. This bill is inclusive of the outstanding amount owed that was due on April 21 st plus the 10% penalty (\$220) and the new bill amount for June (\$150). As a result, Thomas is assessed an additional 10% fee on the total outstanding amount owed for a new total of \$407. If Thomas does not pay the \$407 by August 21 st , on August 22 nd , a door tag will be posted on his door and a letter mailed to him, providing 10 days to pay outstanding amount owed or make a payment arrangement. If neither is done, Thomas' service will be shut off on August 29 th .
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Reconnection fee is applied to any customer seeking to restore service: \$75 during regular business hours and \$150 after regular business hours.

Liens

Current Practice	Customers with an outstanding utility bill will have a \$150 lien placed on their property. Customers are provided the opportunity to enter into a payment arrangement prior to placing a lien on the property. If a customer defaults on their payment plan, a lien is placed on the property. If a property sells without final utility bill payment, a lien is placed on the property.
Staff Recommendation	Liens will be placed on vacant properties with an outstanding bill, any property with an outstanding bill with suspended service, or where properties are listed for sale but no final bill has been paid. A \$150 lien fee will also be applied to the customer's account.

Internal Policy and Procedure Changes:

This section of the memo will address the current practices and policies for handling payment arrangements and leaks. Any section that refers to "current practice" is either current practice or the implemented practice prior to COVID-19. These items are not included in the amended ordinance; however, they will be incorporated into an internal policy for use.

Payment Arrangement

Current Practice	Customers can enter into any number of payment arrangements, default without penalty fees, and never have their services suspended. Payments for payment arrangement varies based on the customers' outstanding balance. Tenants must have written approval from their landlord prior to entering into the payment arrangement. Defaults on payment agreements for a tenant who moves out of the property will result in the property owner being responsible for the outstanding balance.
Staff Recommendation	Customers will be allowed to enter into one (1) payment arrangement every six (6) months (or three (3) billing cycles).

	<p>Payment arrangements will require <i>all</i> outstanding and <i>current</i> amounts owed to be <i>paid in full</i> within one (1) month or prior to the next billing due date, whichever is longer. Late fees will be waived for customers in a payment plan. Customers will be required to pay 50% of the amount owed at the time of entering into the agreement and the balance due in one (1) month or prior to the next billing due date. If defaulted, the outstanding bill is due in full on or before the next billing cycle and the customer will not be able to enter into a payment arrangement for one (1) year or six (6) billing cycles. Defaulted plans will result in suspension of utility service with a 10-day notice to pay in full via door tag and mailed letter. Tenants must have written approval from property owner to enter into payment arrangement. Defaults on payment agreements for a tenant will result in the property owner being responsible for the outstanding balance and termination of services.</p>
Example	<p>In August, Thomas contacts the Village to make a payment arrangement for the outstanding amount of \$407 and current bill of \$150. Since he has agreed to enter into a payment arrangement, the Village will waive his late fees of \$57 as a one-time courtesy. As such the total balance, minus late fees, is \$500. Thomas' payment arrangement will require 50%, or \$250, to be paid at the time of entering into the agreement and the balance (\$250) be paid in full on or before October 21st.</p>

Leaks/Swimming Pool

Current Practice	<p>Leaks: no real policy or internal method of handling. Response to requests have not been consistently applied to customers.</p> <p>Swimming pool: credit a portion of the sewer rate back to customer since pool water (likely) did not run to the sewer system.</p>
Staff Recommendation	<p>Leaks: consideration of utility bill adjustment based on plumbing related issues will be triggered if the bill is 200% more than their average three (3) month bill for a similar season. A credit will be assessed based on the difference of the average units used of the previous three (3) billing cycles or prior year's three (3) billing cycles for the same time period (i.e. summer billing may be higher than winter billing due to watering of lawn or filling pool) and the 200%. The reimbursement would be for the difference in the average unit used and the current bill. Prior to the applications of a credit, the customer must provide a bill from plumber or similar documentation proving problem has been resolved. This would be a one-time credit within a one (1) year period.</p> <p>Swimming pool: credit a portion of the sewer rate back to customer based on the average units used of the previous three (3) billing cycles or prior year's three (3) billing cycles for the same time period</p>

	since pool water (likely) did not drain to the sewer system. Customers will be required to utilize a water meter to fill their pools.
Leak Example	Thomas received his August bill and noticed the bill was \$600. Upon inspecting the faucets in his home, he discovered one had a leak. He contacted a plumber to fix the leak. Thomas contacted the Village to request a credit on his account and provided a copy of the paid receipt from the plumber. Based on his average three (3) cycle usage of \$150 for a similar time period, the Village will assess a credit to his account since the bill is 200% (\$300) more than his average bill. The difference between the 200% overage and the billed amount is \$300. Thomas will receive a bill credit of \$300.
Swimming Pool Example	In July, Thomas forgets to contact the Village to use a water meter to fill his swimming pool. Instead, he uses the water hose in his backyard to fill the pool. As a result, the sewer portion of his regular bill is normally \$100. With the filling of his swimming pool, the sewer portion is now \$250. The overage amount is \$200 (or 200% more than average sewer portion of \$100). The difference between the overage amount and the billed portion is \$50. The Village will credit the sewer portion of his utility bill \$50.

Current Delinquent Accounts:

The current outstanding amount owed from utility bills to the Village is \$82,369. \$39,689 of the current total outstanding balance is owed to the Village by customers who have not made payment or fully paid off their bill since December 2021 or longer. Despite several attempts to contact those individuals who are habitual nonpayers, several have defaulted on one or more plans (up to 10 defaulted plans), one individual has since passed away, one refuses to pay due to complaints regarding water odor and taste, and the remaining have never responded to staff's attempts to make a payment arrangement.

Getting Current on Utility Bill

To bring delinquent accounts into current status, staff will contact all customers with an outstanding balance and request 50% of outstanding balance be paid by June 21st to avoid shut off. A payment plan for the remainder, including the current bill, must be paid on or by July 22nd to avoid shut off. The payment plan will include any outstanding amount plus the amount owed for the June 21st billing cycle. For example: a customer has an outstanding bill of \$800 plus a \$125 bill for June for a total owed of \$925. This customer must pay \$462.50 by June 21st. The customer must pay their balance of \$462.50 by July 22nd to avoid shut off. This will allow customers to start with a zero balance for the August billing cycle.

In the letter to customers, staff will also include information to organizations that provide financial assistance to East Dundee residents who may be having a difficult time paying their utility bills. For tenants with outstanding balances, a letter will also be sent to the property owner.

Legislative History:

On March 24, 2020, former Village President Miller approved Executive Order 02-01 Suspending Water and Sewer Late Penalty Payment Penalties in response to the COVID-19 pandemic. In August of 2020, the Village Board approved Ordinance 20-30 which waived late fees and shutoff requirements as provided in Chapters 51 and 53 of the Village Code. This Ordinance was subsequently extended on February 1, 2021 and on May 17, 2021.

Attachments:

Ordinance amending various sections of the Village of East Dundee Village Code regarding utility billing policies and accounts receivable and collection of delinquent debt policies

ORDINANCE NUMBER 22 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, AMENDING VARIOUS SECTIONS OF THE
VILLAGE OF EAST DUNDEE VILLAGE CODE REGARDING UTILITY BILLING
POLICIES AND ACCOUNTS RECEIVABLE AND COLLECTION OF DELINQUENT
DEBT POLICIES**

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 implement a new utility billing policy and accounts receivable and collection of delinquent debt policy; and

WHEREAS, amendments are necessary to the Village of East Dundee Village Code ("Village Code") to allow for the implementation of these policies; and

WHEREAS, the President and Board of Trustees of the have determined that granting of said amendments to the Village Code is in the best interest of the Village;

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: Village Code Amendments. That the Village Code is hereby amended as follows:

Amendment One:

Section 51.38 of the Village Code, entitled "Billing Provisions," is hereby amended as follows, with additions underlined and deletions struck through:

A) It is hereby made the duty of the ~~Clerk~~ Director of Finance or his or her designee to render bills for service and for all rates and charges in connection therewith and to collect all monies due thereon.

B)

1) The rates or charges for service shall be payable bi-monthly depending upon the classification of service for which bills are rendered.

2) The owner of the premises, the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service to such premises and the service furnished to the premises by the village only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the village.

3) All water bills are due and payable 21 days after being sent out.

~~Every person utilizing the water service of the village shall return to the Director of Finance or his or her designee Clerk the water meter reading card, properly filled out within ten days from the receipt of the card, if required.~~

C) ~~A fee of 10% shall be added to the bill if it remains unpaid for a period of 21 days from the date of the mailing of the bill. A 10% late penalty shall be assessed to the account if payment is not received prior to issuance of the next bill.~~

D) A penalty sum established in the annual fee schedule for any check returned for non-sufficient funds shall be added to any bill to which attempted prior payment was made by the non-sufficient check. If there are two (2) checks returned from the bank within a one-year time period, no further checks shall be accepted from the customer unless the checks are certified, until there is an acceptable payment history for a continuous one-year period.

E) Whenever a bill for water service remains unpaid for three consecutive billing cycles for the bi-monthly service after it has been rendered it shall be deemed and is hereby declared delinquent, as provided by law. The Director of Finance or his or her designee may, in his or her discretion, send the unpaid invoices to a collection agency, proceed with water service termination, file with the county recorder of deeds a statement of lien claim or proceed with any other remedy available to the Village under this Code or state or federal law.

F) Shut-Off for Nonpayment

1) If payment is not received by the due date of the bill, a late penalty fee as set forth in subsection (C) shall be assessed to the account at the time set forth in subsection (C). The customer shall have one more billing cycle to make payment on the past due amount. If the past due amount owed is not paid by the due date on the third billing statement
~~If the rates or charges for service are not paid within 42 days after~~

~~rendition of the bill for the services, the Clerk~~ Director of Finance or his or her designee is hereby authorized to notify, in writing, the owner of the premises, the occupant thereof and the user of the service that the delinquency exists and that service shall be disconnected without further notice.

- 2) The Director of Finance or his or her designee shall also cause a shut off notice to be posted on the property.
- 3) Ten (10) days after the shut off notice has been posted, and payment not received, all applicable utility services shall be terminated.
- 4) ~~The notices shall be as follows:~~
 - a) ~~Notice of collection letter~~

~~—Dear Customer,~~

~~Our records show payment on water and/or sewer bill due 21 days ago has not yet been received. You may have overlooked this matter. Unless full payment is received within 14 days, you will receive a post card in the mail requesting payment within 5 days. If your payment is not received within 5 days, your service will be disconnected, no further notice may be made.~~

~~You may request a hearing with the Director of Public Works to dispute this bill within the next 14 days as set forth in § 51.42 of the Village Code of Ordinances.~~

~~—There will be a (fee established in the annual fee schedule) re-connection fee added onto your past due balance that must be paid before service will be restored.~~

~~If our correspondence has crossed in the mail, please disregard this letter.~~

~~—Sincerely,~~

~~—Water and Sewer Department~~

1. ~~In the event that the charge remains unpaid on the fifteenth day after the date of the aforesaid notice, the following notice shall be mailed ordinary to the owner of the premises, occupant and user of the service.~~
2. ~~This notice shall also be thumb tacked or taped to the front door or the rear door of the building or housing unit within a building no later than seven days prior to termination~~

~~b) Notice of termination.~~

~~— You are hereby notified that there has been no response to the notice of delinquency in the payment of the water charges and the 7-day period therein stated has lapsed. You are hereby notified that on (insert date 14 days after service of this notice) the village will physically disconnect the service to which it is connected and will declare the building located at (insert address) as “unfit for human occupancy.”~~

~~— Dated:~~

~~— By: Village of East Dundee~~

~~— Water and Sewer Department~~

- G) Upon the disconnection of any services, a charge should be as provided for in the Village annual fee schedule shall be made for reconnecting the same after settlement of the delinquent account.
- H) Any person wishing to discontinue service shall give notice to the ~~Clerk~~ Director of Finance or his or her designee prior to the expiration of the time for which payment has been made or become due and remaining unpaid; otherwise, he or she shall be liable for the charge for the ensuing billing period.

Amendment Two:

Section 51.39 of the Village Code, entitled “Notice of Delinquency,” is hereby amended as follows, with additions underlined and deletions struck through:

- A) Whenever a bill for water service remains unpaid for three consecutive billing cycles~~42 days~~ for the bi-monthly service after it has been rendered, the ~~Clerk~~ Director of Finance or his or her designee may file with the County Recorder of Deeds, a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill and a notice that the village claims a lien for this amount as well as for all charges subsequent to the period covered by the bill. If the user whose bill is unpaid is not the owner of the premises and the village has notice of this, notice shall be mailed to the owner of the premises if his or her address be known to the Clerk Village, whenever the bill remains unpaid for the three consecutive billing cycles~~period 42 days~~ for a bi-monthly bill after it has been rendered. The failure of the ~~Clerk~~ Director of Finance or his or her designee to record the lien or to mail the notice or the failure of the owner to receive the notice shall not affect the right to foreclose the lien for unpaid bill as mentioned in the foregoing section. The cost of filing the lien shall be paid by the persons responsible for the charges covered by the unpaid bill.
- B) Property subject to a lien for unpaid charges shall be sold for non-payment of the same and the proceeds of the sale shall be applied to pay the charges,

after deducting costs, as is the case in the foreclosure of statutory liens. The foreclosure shall be by bill-in equity in the name of the village. The Village Attorney is hereby authorized and directed to institute the proceedings in the name of the village in any court having jurisdiction over such matters against any property for which the bill has remained unpaid for a time period as specified in the ILCS Chapter 65, Act 5, § 11-139-8.

Amendment Three:

Section 51.42 of the Village Code, entitled "Utility Disconnection," is hereby amended as follows, with additions underlined and deletions struck through:

- A) It is the policy of the Village to discontinue utility service to customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The Village's form for application for utility service and all bills shall contain, in addition to the title, address, ~~room~~ apartment or unit number, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:
- 1) That all bills are due and payable on or before the date set forth in ~~the notice of collection letter and~~ the notice of termination provided for by § 51.38; and
 - 2) That any customer disputing the correctness of the bill shall have a right to a hearing at which time the customer may be represented in person and by counsel or any other person of his or her choosing and may present orally or in writing his or her complaint and contentions to the city official in charge of utility billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination of the customer's complaint.
- B) Requests for delays or waiver of payment will not be entertained; only questions of proper and correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided herein, service will be discontinued at the time specified, but in no event until the charges have been due and unpaid for at least 30 days.
- C) When it becomes necessary for the Village to discontinue utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid, along with a turn-on charge as determined from time to time by the Board of Trustees.

Amendment Four:

Section 53.063 of the Village Code, entitled "Billing Provisions," is hereby amended as follows, with additions underlined and deletions struck through:

- A) *Billing duties.* It is hereby made the duty of the ~~Clerk~~ Director of Finance or his or her designee to render bills for service and for all rates and charges in connection therewith and to collect all monies due thereon.
- B) *Manner of billing.*
- 1) Said rates or charges for service shall be payable bimonthly depending upon the classification of service for which bills are rendered. The owner of the premises, the occupant thereof, and the user of the service shall be jointly and severally liable to pay for the service to such premises, and the service is furnished to the premises by the village only upon the condition that the owner of the premises, occupant, and user of the services are jointly and severally liable therefor to the village.
 - 2) ~~Bills for sewer service shall be sent out by the Clerk on the 30th day of the month succeeding the period for which the service is billed.~~ All sewer bills are due and payable 44 21 days after being sent out.
- C) *Late penalty fee.* ~~A fee of 10% shall be added to said bill if it remains unpaid for a period of 21 days from the date of the mailing of the bill.~~ A 10% late penalty shall be assessed to the account if payment is not received prior to issuance of the next bill.
- D) *Non-sufficient funds fee.* A penalty sum of (established in the annual fee schedule) for any check returned for non-sufficient funds shall be added to any bill to which attempted prior payment was made by such non-sufficient check. If there are two (2) checks returned from the bank within a one-year time period, no further checks shall be accepted from the customer unless the checks are certified, until there is an acceptable payment history for a further one-year period.
- E) Whenever a bill for utility service remains unpaid for three consecutive billing cycles after it has been rendered it shall be deemed and is hereby declared delinquent, as provided by law. The Director of Finance or his or her designee may, in his or her discretion, send the unpaid invoices to a collection agency, proceed with utility service termination, file with the county recorder of deeds a statement of lien claim or proceed with any other remedy available to the Village under this Code or state or federal law.
- F) *Disconnection/termination of service.*
- 1) If the rates or charges for service or industrial cost recovery are not paid for three consecutive billing cycles ~~within 21 days after rendition of the bill for such services, the Utility Clerk~~ the Director of Finance or his or her

designee, is hereby authorized to notify in writing the owner of the premises, the occupancy thereof, and the user of the service, that such delinquency exists and that service shall be disconnected without further notice.

- 2) The Director of Finance or his or her designee shall also cause a disconnection notice to be posted on the property.
- 3) Ten (10) days after the shut off notice has been posted, and payment not received, all applicable utility services shall be terminated.
- 4) Such notices shall be as follows:

~~Our records show payment on water and/or sewer bill due 21 days ago has not yet been received. You may have overlooked this matter. Unless full payment is received within seven days, your service will be disconnected; no further notice may be made.~~

~~There will be a (fee established in the annual fee schedule) re-connection fee added onto your past due balance that must be paid before service will be restored.~~

~~If our correspondence has crossed in the mail, please disregard this letter.~~

~~—— Sincerely,~~

~~Water and Sewer Department"~~

- 5) ~~In the event that such charge remains unpaid on the 30th day after posting of the aforesaid notice, the following notice shall be mailed by registered mail, return receipt requested, to the owner of the premises, occupant, and user of the service, and also thumbtacked or taped to the front door or the rear door of the building or housing unit within a building.~~

~~—“NOTICE OF TERMINATION~~

~~You are hereby notified that there has been no response to the Notice of Delinquency in the payment of the wastewater charges, and the 21-day period therein stated has lapsed. You are hereby notified that on (insert date 7 days after service of this notice) the village will physically disconnect the service to which it is connected and will declare the building located at (insert address) as "unfit for human occupancy."~~

~~Dated: _____ Village of East Dundee~~

~~By:~~

~~Water and Sewer Department"~~

- G) *Discontinuing service.* Any person wishing to discontinue service shall give notice to the Utility Clerk Director of Finance or his or her designee prior to

the expiration of the time for which payment has been made or become due and remaining unpaid; otherwise, he or she shall be liable for the charge for the ensuing billing period.

Amendment Five:

Section 53.064 of the Village Code, entitled "Lien – Notice of Delinquency," is hereby amended as follows, with additions underlined and deletions struck through:

A) *Lien—notice of delinquency.*

- 1) Whenever a bill for sewer service remains unpaid for three consecutive billing cycles~~42 days~~ for the bi-monthly service after it has been rendered, the ~~Utility Clerk~~ Director of Finance or his or her designee may file with the County Recorder of Deeds, a legal statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the village claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.
- 2) If the user whose bill is unpaid is not the owner of the premises and the village has notice of this, notice shall be mailed to the owner of the premises if his or her address be known to the ~~Utility Clerk~~ Village, whenever such bill remains unpaid for three consecutive billing cycles~~the period of 42 days~~ for a bi-monthly bill after it has been rendered.
- 3) The failure of the ~~Utility Clerk~~ Director of Finance or his or her designee to record such lien or to mail such notice or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid bill as mentioned in this section.

- B) *Foreclosure of lien.* Property subject to a lien for unpaid charges shall be sold for non-payment of the same, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be bill-in equity in the name of the village. The Village Attorney is hereby authorized and directed to institute such proceedings in the name of the village in any court having jurisdiction over such matters against any property for which the bill has remained unpaid for a time period as specified in the ILCS Chapter 65, Act 5, §11-139-8.

Amendment Six:

Section 37.01(E)(4) of the Village Code, entitled "Reconnection of Service Fee," is hereby amended as follows, with additions underlined and deletions struck through:

- (a) Fee to turn on during ~~8:00~~ 7:00 a.m. and ~~5:00~~ 3:00 p.m., Monday through Friday: \$75 plus account settlement and collection costs

(b) Fee to turn on before ~~8:00~~ 7:00 a.m. or after ~~5:00~~ 3:00 p.m. and on Saturday and Sunday: \$150 plus account settlement and collection costs.

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

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

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

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2022.

Jeff Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

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

Recorded in the Village records on _____, 2022.

Memorandum



To: Village President and Board of Trustees

From: James Kruger, Police Chief

Subject: Contract for Vehicle Leasing Program with Enterprise Fleet, LLC

Date: June 6, 2022

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to enter an agreement with Enterprise Fleet Leasing (1200 Jorie Blvd #300, Oak Brook, IL 60523) to lease ten vehicles in the Police Department fleet.

Fiscal Impact:

Savings of approximately \$183,978 in the capital improvement projects fund 32 in FY23, and approximately \$126,922 over the remaining three years of the contract when comparing to past annual practices of police vehicle purchases.

Summary:

The police department has ten vehicles in its fleet, four are relatively new (purchased in 2021), and two are slated for replacement in the current FY23 budget. The remaining four are overdue for replacement and are beginning to experience increased maintenance costs.

As discussed at the April 4, 2022 Village Board meeting, the Police Department has been evaluating whether or not leasing vehicles instead of purchasing would provide greater costs savings to the Village. When evaluating the proposed lease contract, there is a significant positive impact to the police department vehicle budget while realizing that under this contract its fleet would be entirely under warranty, shielding the Village from any significant vehicle repair costs. Although there would still be some costs associated with general maintenance such as oil changes, brakes, and potentially tires or wiper blades, there is no significant mechanical costs unless there was an unfortunate incident categorized as abuse, such as striking a curb. However, staff notes that over the last three years, the police department has spent its entire vehicle maintenance budget: \$22,774 in 2019; \$27,622 in 2020; and \$32,000 in 2021.

Beginning in early FY23, Enterprise would purchase the existing four 2021 police squad vehicles, and in turn would issue the Village a check for \$121,000. The remaining 11 months of FY23

(June 2022 through April 2023), staff would have a lease payment of \$3,002 per month for four new vehicles, or a total of \$33,022. The remaining balance from the \$121,000 check, less the \$33,022 is equal to \$87,978. As positive cash flow to the Village. There is \$96,000 approved in the current fiscal year budget for two new police vehicles, thus creating a budget surplus of approximately \$183,978 in the capital improvements projects fund 32.

Moving forward to the second year of the contract which falls in FY24, the six replacement vehicles would come online. They will be delivered two per months, June, July, and August, respectively. Although we are receiving six new vehicles in FY2023-2024, our payments total \$98,672. As an example, should staff purchase vehicles rather than lease, this would only amount to two vehicles vs the six received in this lease contract.

In the third year of the contract (FY25) the annual cost for our ten fairly new vehicles, and still under the manufacturer's warranty, is \$111,192. The cost remains fairly flat from then on for the fourth year of the contract (FY26). As an example, if staff were to purchase two vehicles per year for an average four-year replacement program, the cost of purchasing would be approximately \$360,000, whereas the four-year leasing option would cost approximately \$233,078, a difference of \$126,922 in savings (less any cost of significant repairs and regular maintenance).

Attachments:

Police Department Timetable and 4-year cost breakdown spreadsheet
Resolution Authorizing the Execution of a Fleet Management Agreement
Leasing Contract from Enterprise Fleet Leasing
Additional Contract Addendums

Police Department Annual Leasing Breakdown															Purchase Budget-2 per year	
Contract Year	FY	May	June	July	August	September	October	November	December	Januray	February	March	April	Annual Totals		
1	2022-23	121,000.00	(3,002.00)	(3,002.00)	(3,002.00)	(3,002.00)	(3,002.00)	(3,002.00)	(3,002.00)	(3,002.00)	(3,002.00)	(3,002.00)	(3,002.00)	87,978.00	(96,000.00)	183,978.00
2	2023-24	(3,002.00)	(5,098.00)	(7,178.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(98,672.00)	(96,000.00)	(2,672.00)
3	2024-25	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(111,192.00)	(96,000.00)	(15,192.00)
4	2025-26	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(9,266.00)	(111,192.00)	(96,000.00)	(15,192.00)
														(233,078.00)	(384,000.00)	(150,922.00)

Up front payment to ED of 121,000. for four current vehicles then begin lease back June through April 2023. Current vehicles leased at \$745 per month per unit.

Delivery of two vehicles per month June, July, and August 2023. Six new vehicles at \$1044 per unit per month. All 10 units under leasing by September 1, 2023.

Following year, continue leasing contract on all 10 units in fiscal 2024-25. 4x \$745 and 6x \$1044

Beginning June 2025, the original four units bought in 2022 begin to be cycled out and capital recapture buys down new lease payments with the projection to be the same or could be less due to used car market.

Program slated to save the Village \$126,922 not including any significant maintenace costs since all vehicles will be under warranty coverage.

RESOLUTION NUMBER __-22

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS TO BE ENTERED INTO BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AND ENTERPRISE FM TRUST (MASTER EQUITY LEASE AGREEMENT AND AGREEMENT TO SELL CUSTOMER VEHICLES), AND ENTERPRISE FLEET MANAGEMENT, INC. (ENTERPRISE MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT, ENTERPRISE MAINTENANCE AGREEMENT, AND ENTERPRISE CONSIGNMENT AGREEMENT)

WHEREAS, the President and Board of Trustees of the Village of East Dundee (together the "Corporate Authorities") desire to approve the following agreements for the lease of fleet vehicles for use by the Village of East Dundee ("Village") personnel, subject to the terms and provisions set forth in the agreements, copies of which are attached hereto as **GROUP EXHIBIT A** and made a part hereof (collectively, the "Agreements"):

- A. Enterprise Master Equity Lease Agreement with Enterprise FM Trust, a Delaware Statutory Trust;
- B. Enterprise Agreement to Sell Customer Vehicles with Enterprise FM Trust;
- C. Enterprise Maintenance Management and Fleet Rental Agreement with Enterprise Fleet Management, Inc., a Missouri corporation;
- D. Enterprise Maintenance Agreement with Enterprise Fleet Management, Inc.;
- E. Enterprise Consignment Agreement with Enterprise Fleet Management, Inc.;
- F. Enterprise Authorized Signer Agreement with Enterprise Fleet Management, Inc.; and

WHEREAS, Enterprise FM Trust and Enterprise Fleet Management, Inc desire to approve their respective Agreements for the lease of fleet vehicles for use by the Village personnel, subject to the terms and provisions set forth in the Agreements; and

WHEREAS, the Corporate Authorities of the Village, an Illinois home rule municipality, are authorized to approve and enter into the Agreements in accordance with the applicable State laws, including the Village's home rule powers under Article VII, Section 6 of the 1970 Constitution of the State of Illinois and the Illinois Municipal Code, 65 ILCS 5/1 *et seq*);

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

SECTION 2: Approval. That the Corporate Authorities approve and authorize the execution of the Agreements.

SECTION 3: Authority. The Corporate Authorities authorize and direct the Village President and the Village Clerk, or their designees, to execute the final versions of the Agreements, with such changes thereto as approved by the Village Administrator.

SECTION 4: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

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

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2022.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

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

Recorded in the Village records on _____, 2022.

GROUP EXHIBIT A

Enterprise Master Equity Lease Agreement

Enterprise Agreement to Sell Customer Vehicles

Enterprise Maintenance Management and Fleet Rental Agreement

Enterprise Maintenance Agreement

Enterprise Consignment Agreement

(attached)

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of April, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Village of East Dundee ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) One Percent (1%) per month or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 3(g) of the Master Equity Lease Agreement is amended to include the following paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 9(b) of the Master Equity Lease Agreement is amended to include the following paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 14(a) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee;

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Illinois (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Village of East Dundee (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



AMENDMENT TO FULL MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2022 is attached to, and made a part of, the FULL MAINTENANCE AGREEMENT entered into on the ____ day of April, 2022 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and Village of East Dundee ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) One Percent (1%) per month or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Full Maintenance Agreement as of the day and year first above written.

Village of East Dundee (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and **Village of East Dundee** (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, 2022 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. **Additional Documentation:** Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$_____ or the maximum permitted by law ("Service Fee").
- 4. **Sales Process:** Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. **Time for Payment:**
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

- (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
6. Indemnification and Hold Harmless: Except in the event of the negligence or willful misconduct of EFM or any Enterprise entity, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all

claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

Date

Date

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2022 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of April, 2022 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and Village of East Dundee ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within thirty (30) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Illinois (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Village of East Dundee (Company)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

INDEMNITY AGREEMENT

This Agreement is entered into as of the ____ day of April, 2022, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Village of East Dundee.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify Village of East Dundee from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Village of East Dundee may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between Village of East Dundee and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and Village of East Dundee have executed this Indemnity Agreement as of the day and year first above written.

Company: Village of East Dundee

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

Address: _____

Date Signed: _____, _____

By: _____
Title: _____

Address: _____

Date Signed: _____, _____

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AT&T					
051322	ATT WATER/SEWER	06/06/2022	227.26		60-33-5320
Total AT&T:			227.26		
CAPITAL ONE					
1642000732	SUPPLIES	05/07/2022	45.98		01-12-5630
1642000732	EMPLOYEE PARTY SUPP	05/07/2022	74.99		01-12-5645
1642000732	EMPLOYEE APP LUNCH	05/07/2022	28.04		01-12-5645
Total CAPITAL ONE:			149.01		
COM ED					
051222	COM ED VH	05/12/2022	65.11		01-31-5510
051222	COM ED STREETS	05/12/2022	131.13		28-01-5510
Total COM ED:			196.24		
COMED					
052522	COM ED STREETS	05/25/2022	403.95		28-01-5510
Total COMED:			403.95		
DIXON ENGINEERING, INC.					
22-0448	TOWER PAINT ENG SERVICES	05/13/2022	9,925.00		60-33-5965
Total DIXON ENGINEERING, INC.:			9,925.00		
DOWN TO EARTH LANDSCAPING					
82989	LANDSCAPING SUPP	04/19/2022	115.00		15-01-5950
Total DOWN TO EARTH LANDSCAPING:			115.00		
FEHR GRAHAM					
107084	SPEEDWAY, HIGGINS	04/30/2022	19,299.50		85-01-2381
Total FEHR GRAHAM:			19,299.50		
GOVTEMPS USA, LLC					
3955047	DANIELA PARTIPILO W/E 4/24	05/05/2022	1,288.00		01-12-5290
3955047	DANIELA PARTIPILO W/E 5/01	05/05/2022	112.00		01-12-5290
Total GOVTEMPS USA, LLC:			1,400.00		
HOME DEPOT					
8011271	SHOVELS AND EDGER	04/19/2022	104.94		01-31-5640
Total HOME DEPOT:			104.94		
KLEIN, THORPE AND JENKINS, LTD					
051222	PROF SERV GEN	05/12/2022	6,449.23		01-12-5230
051222	POLICE LEGAL SERV	05/12/2022	1,885.00		01-21-5230
051222	TIF #2 DUNDEE CROSSING	05/12/2022	770.00		36-01-5230
051222	TIF #3 DOWNTOWN	05/12/2022	616.00		39-01-5230
051222	PAL LAND TRUST ESCROW	05/12/2022	654.00		85-01-2382
051222	590 HEALY RD	05/12/2022	242.00		85-01-2395

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total KLEIN, THORPE AND JENKINS, LTD:			10,616.23		
LAUDERDALE ELECTRIC, INC.					
8421	ELECTRICAL WORK PD	04/14/2022	2,353.50		01-21-5121
Total LAUDERDALE ELECTRIC, INC.:			2,353.50		
MARTELLE WATER TREATMENT INC					
18663 - R	WATER CHEMICALS	08/25/2019	268.60		60-33-5650
Total MARTELLE WATER TREATMENT INC:			268.60		
NORTHWESTERN MEDICINE OCCUPATIONAL HEALT					
042922	NEW EMPLOYEE SCREENING -	04/29/2022	66.00		01-12-5240
042922	SCREENING GG	04/29/2022	130.00		60-33-5240
042922	SCREENING BW	04/29/2022	251.00		60-33-5240
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			447.00		
RAY O'HERRON CO. INC					
051922	UNIFORM 2184094	05/19/2022	1,262.39		01-21-5080
051922	UNIFORM 2186096	05/19/2022	1,478.79		01-21-5080
051922	UNIFORM TAX CREDIT	05/19/2022	100.16-		01-21-5080
051922	UNIFORM CREDIT DUE	05/19/2022	649.72-		01-21-5430
051922	UNIFORM 2177279	05/19/2022	1,352.13		01-21-5430
051922	UNIFORM 2180047	05/19/2022	131.99		01-21-5430
051922	UNIFORM 2169988	05/19/2022	378.96		01-21-5430
051922	UNIFORM 2168428	05/19/2022	156.98		01-21-5430
051922	UNIFORM 2151976	05/19/2022	685.46		01-21-5430
051922	UNIFORM 2130088	05/19/2022	439.14		01-21-5430
051922	UNIFORM 2112051	05/19/2022	377.14		01-21-5430
Total RAY O'HERRON CO. INC:			5,513.10		
VERIZON WIRELESS					
9906116754	VERIZON ADMIN	05/10/2022	56.48		01-12-5320
9906116754	VERIZON FIN	05/10/2022	56.48		01-14-5320
9906116754	VERIZON PD	05/10/2022	269.38		01-21-5320
9906116754	VERIZON B&Z	05/10/2022	56.48		01-25-5320
9906116754	VERIZON PW	05/10/2022	254.04		01-31-5320
9906116754	VERIZON SWR/WTR	05/10/2022	243.09		60-33-5320
Total VERIZON WIRELESS:			935.95		
WAGeworks, INC					
3774782	HEALTHCARE BENEFIT	05/16/2022	158.00		01-12-5060
Total WAGeworks, INC:			158.00		
Grand Totals:			52,113.28		

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

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "FY22"

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AFLAC					
597945	AFLAC	05/26/2022	622.58		27-01-2215
Total AFLAC:			622.58		
ALL AMERICAN FLAG COMPANY					
6142	KANE COUNTY FLAG FOR BOA	05/13/2022	59.00		01-12-5110
6171	USA FLAGS	05/20/2022	196.48		01-12-5110
Total ALL AMERICAN FLAG COMPANY:			255.48		
ALLEGRA PRINT & IMAGING					
66001	BUSINESS CARDS FB	05/20/2022	49.00		01-12-5610
Total ALLEGRA PRINT & IMAGING:			49.00		
AMS MECHANICAL SYSTEMS, INC					
49540-1	DEHUMIDIFICATION UNIT FAUL	05/11/2022	358.00		60-33-5110
Total AMS MECHANICAL SYSTEMS, INC:			358.00		
BASS/SCHULER ENTERTAINMENT					
060822	ONE NIGHT BAND	06/08/2022	1,900.00		01-37-5290
062322	DICK DIAMOND AND THE DUST	06/23/2022	1,800.00		01-37-5290
032322	HIFI EVENTS OKT FEST	03/23/2022	1,000.00		01-37-5330
Total BASS/SCHULER ENTERTAINMENT:			4,700.00		
BLUE CROSS BLUE SHIELD					
060122	BCBS ADMIN	06/01/2022	6,281.15		01-12-5060
060122	BCBS FIN	06/01/2022	648.93		01-14-5060
060122	BCBS PD	06/01/2022	20,340.99		01-21-5060
060122	BCBS BLDG	06/01/2022	1,760.21		01-25-5060
060122	BCBS PW	06/01/2022	5,437.10		01-31-5060
060122	BCBS EMP CONTRIB	06/01/2022	4,875.71		27-01-2207
060122	BCBS COBRA	06/01/2022	1,946.78		27-01-2210
060122	BCBS RETIREES	06/01/2022	7,074.57		27-01-2210
060122	BCBS WTR/SWR	06/01/2022	6,972.18		60-33-5060
Total BLUE CROSS BLUE SHIELD:			55,337.62		
BRANDISS MARTIN C/O PETTY CASH - VH					
060122	2022 COMMUNITY EVENTS PET	06/01/2022	500.00		01-37-5631
Total BRANDISS MARTIN C/O PETTY CASH - VH:			500.00		
CAIRO & SONS ROOFING CONTRACTORS, INC					
CSR7614	ROOF REPLACEMENT VILLAGE	06/01/2022	11,525.00		32-15-5948
Total CAIRO & SONS ROOFING CONTRACTORS, INC:			11,525.00		
CEDAR PATH NURSERIES					
1933585	PARKWAY TREES	05/18/2022	2,776.00		01-31-5190
Total CEDAR PATH NURSERIES:			2,776.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
CENTURY SPRINGS					
2894451	DEPOT WATER	05/27/2022	12.93		01-37-5630
Total CENTURY SPRINGS:			12.93		
CINTAS FIRST AID & SAFETY					
4120446805	FLOOR MATS - VH	05/25/2022	28.02		01-12-5110
Total CINTAS FIRST AID & SAFETY:			28.02		
COMPSYCH					
22042017	EMPLOYEE PROGRAM	05/18/2022	1,000.00		01-12-5090
Total COMPSYCH:			1,000.00		
COON CREEK SOD FARM LLC					
8198	GRASS SEED	05/24/2022	33.75		15-01-5950
Total COON CREEK SOD FARM LLC:			33.75		
DOEDERLEIN, DELORIS					
052422	RENT	05/24/2022	1,500.00		01-12-5530
052422	PARKING LOT TAXES #1	05/24/2022	3,774.74		01-25-5530
052422	BUILDINGS TAXES #1	05/24/2022	6,698.25		01-25-5530
Total DOEDERLEIN, DELORIS:			11,972.99		
DOWN TO EARTH LANDSCAPING					
84383	LANDSCAPING SUPP	05/04/2022	116.00		15-01-5950
84387	LANDSCAPING SUPP	05/04/2022	80.00		15-01-5950
85941	LANDSCAPING SUPPLIES	05/17/2022	683.00		15-01-5950
Total DOWN TO EARTH LANDSCAPING:			879.00		
DUNDEE TOWNSHIP					
052322	NEW FLOORING	05/23/2022	2,525.60		01-31-5197
Total DUNDEE TOWNSHIP:			2,525.60		
DW-SERVANT FUND (EAST DUNDEE) LLC					
052622 1	BDD REV DUNDEE GATEWAY	05/26/2022	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
ELGIN KEY & LOCK CO. INC.					
220772	NEW LOCK FOR 25 TOWER	05/10/2022	1,266.29		60-33-5110
220830	REKEY WATER TOWERS AND	05/24/2022	519.50		60-33-5110
Total ELGIN KEY & LOCK CO. INC.:			1,785.79		
EVERYTHING FLORAL					
5580	FLOWERS - JANICE HARVEL	05/27/2022	87.95		01-12-5630
Total EVERYTHING FLORAL:			87.95		
FERGUSON ENTERPRISES, LLC					
0278800	METER INSTALLATION SUPPLIE	05/10/2022	203.27		60-33-5934

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
27888	METER INSTALLATION SUPPLIE	05/12/2022	153.00		60-33-5934
Total FERGUSON ENTERPRISES, LLC:			356.27		
FIRST RESPONSE					
51615	FIRST AID SUPPLIE	05/18/2022	57.25		01-12-5630
51616	FIRST AID SUPPLIE	05/18/2022	60.95		01-21-5630
51613	FIRST AID SUPPLIE	05/18/2022	60.45		01-31-5630
51614	FIRST AID SUPPLIE	05/18/2022	50.85		60-33-5630
Total FIRST RESPONSE:			229.50		
FULLIFE SAFETY CENTER					
7220540	P.W. VESTS	05/19/2022	70.00		01-31-5630
7220540	P.W. VESTS	05/19/2022	40.00		60-33-5630
Total FULLIFE SAFETY CENTER:			110.00		
GALLS AN ARAMARK COMPANY					
21126718	UNIFORM ALLOW. - KM	05/10/2022	284.20		01-21-5080
21150824	UNIFORM ALLOW. - KM	05/12/2022	95.00		01-21-5080
21183954	UNIFORM ALLOW. - KM	05/17/2022	34.75		01-21-5080
21253507	UNIFORM ALLOW. - KM	05/25/2022	153.96		01-21-5080
Total GALLS AN ARAMARK COMPANY:			567.91		
GRAINGER, INC.					
9305967508	JUMBO DEBRIS PAN	05/09/2022	18.82		01-31-5640
9307597592	ANGLE BROOM	05/10/2022	24.91		01-31-5640
9324806000	FITTINGS FOR CHLORINE PUM	05/25/2022	112.56		60-33-5130
9305667694	WIRE STRIPPERS	05/09/2022	84.28		60-33-5640
Total GRAINGER, INC.:			240.57		
HAASE, JOHN					
051622	MEAL WHILE TRAINI	05/16/2022	17.78		01-21-5420
Total HAASE, JOHN:			17.78		
HAWKINS, INC.					
6185648	WATER CHEMICALS	05/15/2022	250.00		60-33-5650
6195023	WW CHEMICALS	05/23/2022	4,184.64		60-33-5651
Total HAWKINS, INC.:			4,434.64		
HELPING HAND IT					
22-40287	IT SERVICES	05/19/2022	105.00		01-12-5286
22-40323	IT SERVICES	05/25/2022	140.00		01-12-5286
22-40337	IT SERVICES	05/26/2022	350.00		01-12-5286
Total HELPING HAND IT:			595.00		
HOME DEPOT					
5013488	CONCRETE FORMS	05/01/2022	420.65		01-31-5630
Total HOME DEPOT:			420.65		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
HUB INTERNATIONAL MIDWEST LTD					
2729846	NOTARY BOND CA	05/19/2022	50.00		01-21-5630
Total HUB INTERNATIONAL MIDWEST LTD:			50.00		
ILLINOIS PUBLIC RISK FUND					
72521	W/C ADMIN	05/13/2022	604.28		01-12-5520
72521	W/C FIN	05/13/2022	202.76		01-14-5520
72521	W/C PD	05/13/2022	2,534.50		01-21-5520
72521	W/C BLDG	05/13/2022	253.45		01-25-5520
72521	W/C W/S	05/13/2022	506.90		01-31-5520
72521	W/C PW	05/13/2022	963.11		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			5,065.00		
J.G. UNIFORMS, INC					
98281	UNIFORM BM	05/10/2022	16.95		01-21-5080
Total J.G. UNIFORMS, INC:			16.95		
Joseph Rybialek					
052622	TRAINING MEALS	05/26/2022	34.68		01-12-5420
Total Joseph Rybialek:			34.68		
KANE COUNTY CHIEF'S OF POLICE ASSOCIATIO					
051322	MEMBERSHIP SS	05/13/2022	50.00		01-21-5410
1509	DUES & MEMBERSHIP	05/16/2022	750.00		01-21-5410
051922	KCPA LUNCHEON	05/19/2022	20.00		01-21-5420
Total KANE COUNTY CHIEF'S OF POLICE ASSOCIATIO:			820.00		
KNAPHEIDE EQUIPMNET CO - CHICAGO					
CIJ2511	LANDSCAPE TRAILER	05/25/2022	5,638.00		01-31-5640
CIS4808	PLUG ADAPTER - NEW TRAILE	05/25/2022	17.87		01-31-5640
Total KNPHEIDE EQUIPMNET CO - CHICAGO:			5,655.87		
KRISTI CICHON					
022822	SUPERFLY SYMPHONY TT	02/28/2022	1,600.00		01-37-5290
Total KRISTI CICHON:			1,600.00		
MAJESTIC FLAG & BANNER					
12363	VILLAGE FLAG, VB MEETING R	05/21/2022	143.24		01-12-5110
Total MAJESTIC FLAG & BANNER:			143.24		
MARTELLE WATER TREATMENT INC					
23364	PHOSPHATE	05/16/2022	623.65		60-33-5650
Total MARTELLE WATER TREATMENT INC:			623.65		
MIDWEST RETRO					
052222	EVENT DEP REIMB	05/22/2022	100.00		01-01-2030

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total MIDWEST RETRO:			100.00		
NICOR GAS					
052522	NICOR S/W	05/25/2022	589.83		60-33-5510
Total NICOR GAS:			589.83		
OTTO ENGINEERING					
1118610	UNIFORM	05/13/2022	137.90		01-21-5080
1119168	UNIFORM KL	05/20/2022	48.94		01-21-5080
Total OTTO ENGINEERING:			186.84		
P.F. PETTIBONE					
182178	UNIFORM	05/13/2022	199.65		01-21-5080
Total P.F. PETTIBONE:			199.65		
PRINCIPAL LIFE INSURANCE CO					
060122	ADMIN VIS DENT LIFE	06/01/2022	367.09		01-12-5060
060122	FIN VIS DENT LIFE	06/01/2022	72.61		01-14-5060
060122	PD VIS DENT LIFE	06/01/2022	1,499.83		01-21-5060
060122	BLDG VIS DENT LIFE	06/01/2022	129.83		01-25-5060
060122	PW VIS DENT LIFE	06/01/2022	433.84		01-31-5060
060122	EMP CONT VIS DENT LIFE	06/01/2022	529.13		27-01-2208
060122	COBRA CONT VIS DENT LIFE	06/01/2022	201.96		27-01-2210
060122	W/S VIS DENT LIFE	06/01/2022	550.99		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			3,785.28		
SIGNALSCAPE INC					
9564	MAINTENANCE EQUIP	05/17/2022	2,374.35		01-21-5130
9568	INTERVIEW ROOM TECH REFR	05/24/2022	3,904.90		01-21-5130
Total SIGNALSCAPE INC:			6,279.25		
SIMPLIFILE, LC					
15004756013	LEIN RELEASE	05/24/2022	65.25		60-33-5230
Total SIMPLIFILE, LC:			65.25		
SITEONE LANDSCAPE SUPPLY, LLC					
119554401-001	LANDSCAPING	05/24/2022	227.12		15-01-5950
Total SITEONE LANDSCAPE SUPPLY, LLC:			227.12		
STAPLES ADVANTAGE					
8066185146	OFFICE SUPPLIES PD	05/07/2022	258.60		01-21-5610
8066331618	OFFICE SUPPLIES PD	05/21/2022	17.17		01-21-5610
Total STAPLES ADVANTAGE:			275.77		
STEVE BAIMA					
050322	MILEAGE/TRAINING	05/03/2022	44.54		01-21-5420

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total STEVE BAIMA:			44.54		
SYNAGRO TECHNOLOGIES					
28794	CAKE LAND APP	04/01/2022	1,804.20		60-33-5287
Total SYNAGRO TECHNOLOGIES:			1,804.20		
THOMPSON ELEVATOR SERVICE					
22-1214	ELEVATOR INSP	05/19/2022	286.00		01-01-1112
Total THOMPSON ELEVATOR SERVICE:			286.00		
UNIQUE PRODUCTS (ELGIN PAPER COMPANY)					
431376	PAPER SUPPLIES	05/10/2022	104.75		01-12-5630
Total UNIQUE PRODUCTS (ELGIN PAPER COMPANY):			104.75		
USA BLUEBOOK					
987635	WATER OPERATING/LAB SUPP	05/23/2022	678.02		60-33-5630
Total USA BLUEBOOK:			678.02		
VCNA PRAIRIE LLC					
890493250	CONCRETE FOR SIDEWALK	05/19/2022	627.19		15-01-5950
890493251	CONCRETE FOR SIDEWALK	05/19/2022	466.88		15-01-5950
890493252	CONCRETE FOR SIDEWALK	05/19/2022	274.50		15-01-5950
Total VCNA PRAIRIE LLC:			1,368.57		
VILLAGOMEZ, ALEJANDRA					
051522	TRAINING	05/15/2022	350.79		01-21-5420
Total VILLAGOMEZ, ALEJANDRA:			350.79		
WEED MAN LAWN CARE					
6515949	DOWNTOWN WEED CONTROL	10/08/2026	380.00		01-31-5110
6515950	319 N RIVER	05/31/2022	380.00		01-31-5110
6556998	FERT/WEED CONTROL	05/13/2022	195.00		01-31-5110
Total WEED MAN LAWN CARE:			955.00		
XYLEM WATER SOLUTIONS USA					
24284	PRAIRIE LAKES LS PUMP	05/17/2022	14,500.00		60-33-5952
24284	PRAIRIE LAKES LS FREIGHT	05/17/2022	769.00		60-33-5952
Total XYLEM WATER SOLUTIONS USA:			15,269.00		
Grand Totals:			152,167.95		

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

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "FY23"