

Village of East Dundee
PRESIDENT AND BOARD OF TRUSTEES
Committee of the Whole
Monday, October 14, 2013
06:00 PM

Call to Order

Roll Call

Public Comment: Agenda items only - Please keep comments to 5 minutes or less

Old Business

[A. Santa's Village Redevelopment Agreement](#)

[B. Downtown Marketing Position](#)

New Business

A. CMAP Presentation

[B. Downtown Music/Noise Ordinance \(Gorman\)](#)

[C. RFP for Health Insurance Brokerage Services](#)

[D. Community Events Music in the Park 2014](#)

[E. Lakeshore Street Improvement](#)

F. Bartels Park

[G. Liquor Commission Changes](#)

[H. Mitel Phone Service Agreement](#)

I. Special Census

[J. VanBuren Speed Issue](#)

[K. MFT Transfer to General Fund](#)

Executive Session

Recess to Executive Session Executive Session, closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (2) (21), Discussion of Minutes, (C) (6), Pending Litigation, 2 (C) (1), Personnel and 2 (C) (5) Acquisition of Property.

A. Personnel

Public Comment - Please keep comments to 5 minutes or less

Adjournment

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING
A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF EAST DUNDEE AND SV (EAST DUNDEE), LLC**

WHEREAS, the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”), on September 16, 2006, pursuant to Ordinance Nos. 06-40, 06-41 and 06-42, approved a Redevelopment Project Plan and Eligibility Report for an area designated as the Route 25 Tax Increment Redevelopment Project Area (the “*Redevelopment Project Area*”), and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Redevelopment Project Area, pursuant to the *Tax Increment Allocation Redevelopment Act*, 65 ILCS 5/11-74.4-1 *et seq.*, (the “*TIF Act*”); and,

WHEREAS, pursuant to the Business District Development and Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.3-1 *et seq.*, as from time to time amended (the “*BDD Act*”) the Corporate Authorities are empowered to undertake the development and redevelopment of business districts within its municipal limits which are in need of revitalization if such business districts are deemed to be “blighted,” as defined in the BDD Act; and,

WHEREAS, pursuant to the BDD Act, on September 28, 2009, the Corporate Authorities, after public hearings, passed Ordinance No. 09-30 designating the Route 25 and Route 72 Business District, as amended by Ordinance 11-19 passed on April 11, 2011 (the “*BD District*”) to include the certain commercial district as described therein and imposed a retailers occupation tax and service occupation tax in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of this commercial district to pay costs incurred in

connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan, as amended (the “*BD Plan*”); and,

WHEREAS, the Village has been informed by SV (East Dundee) LLC (the “*Developer*”), that the Developer intends to develop certain property included within the Redevelopment Project Area and the BD District, as amended (“*Subject Property*”), being the former site of the Santa’s Village Amusement Park, into a premiere family entertainment center to be known as “Santa’s Village Expo” (the “*Project*”) and the ability to undertake the Project on the Subject Property may require financial assistance from the Village for certain improvements that would be incurred in connection with the Project, which costs would constitute “Redevelopment Project Costs” as such term is defined in the TIF Act and which costs would be in furtherance of the implementation of the BD Plan for the BDD District; and,

WHEREAS, the Corporate Authorities have determined that the provision by the Village to the Developer of the assistance as hereinafter set forth and the redevelopment by the Developer of the Subject Property pursuant to this Agreement are in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants.

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

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. The Redevelopment Agreement By and Between the Village of East Dundee, Illinois and SV (East Dundee), LLC (Santa’s Village Expo) in the form attached hereto and made a part hereof is hereby approved and the Village President and Village Clerk are hereby

authorized to execute and the Village Administrator is hereby authorized to undertake any action required to implement its terms.

ADOPTED this ____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2013.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2013

**FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF EAST DUNDEE, ILLINOIS AND SV (EAST DUNDEE), LLC
(*Santa's Village Expo*)**

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT dated June 7, 2011 (the "*Original Agreement*"), by and between the Village of East Dundee, Illinois, an Illinois municipal corporation (the "*Village*") and SV (East Dundee) LLC (the "*Developer*") is entered into this ____ day of October, 2013.

PREAMBLES

WHEREAS, pursuant to the Original Agreement, the Developer agreed to redevelop certain property legally described therein, said property being the former site of Santa's Village Amusement Park (the "*Subject Property*"), into a premiere family entertainment center to be known as Santa's Village Expo; and,

WHEREAS, pursuant to the Original Agreement, the Village agreed to reimburse the Developer for certain improvements to the Subject Property as hereinafter set forth, so long as such improvements constituted "Redevelopment Project Costs" under the Tax Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "*TIF Act*") or "Business District Project Costs" under the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3-1 *et seq.* (the "*BDD Act*"); and,

WHEREAS, so long as no notice of an event of default has been issued or an event of default declared under the Original Agreement, the Village agreed to reimburse the Developer for improvements to the parking lot of the Subject Property in an amount not to exceed \$100,000; the lesser of fifty percent (50%) of the cost of retrofitting the signage or \$100,000; and \$500.00 each year commencing 2016 for additional eligible project costs under the TIF Act or

the BDD Act on the condition that the aggregate payments to the Developer shall in no event exceed \$207,000; and,

WHEREAS, after further consideration by the Village regarding its obligation to fifty percent (50%) of the cost to retrofit the signage serving the Subject Property, the Village determined it to be in its best interest to induce the Developer to undertake improvements which increase the total value of the Subject Property and therefore now desires to reimburse the Developer for fifty percent (50%) of redevelopment project costs other than signage to the extent such costs qualify under the TIF Act and/or the BDD Act as project costs, said reimbursement to be in accordance with the terms and conditions as hereinafter provided in an amount not to exceed \$100,000.

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

Section 1. Incorporation of Recitals.

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

Section 2. Acknowledgment of Payments as of the Date Hereof.

The Developer hereby acknowledges that the Village has reimbursed the Developer the sum of \$100,000 for costs incurred in connection with the parking lot improvements at the Subject Property, which improvements have been completed in accordance with Village requirements.

Section 3. Alternative Project Costs.

Section 3(d) of the Original Agreement is hereby amended to delete the obligation of the Village to reimburse the Developer for the lessor of fifty percent (50%) of the cost of retrofitting the signage serving the Subject Property or \$100,000; and, in lieu thereof, hereby agrees to reimburse the Developer for fifty percent (50%) of the costs incurred in connection with the redevelopment of the Subject Property to the extent such costs are eligible redevelopment project costs under the TIF Act and the BDD Act or \$100,000.

Section 4. Annual Reimbursement.

The Village confirms its obligation to annually reimburse the Developer an amount not to exceed \$500.00 for eligible projects costs to the extent such costs are eligible under the TIF Act and/or the BDD Act commencing May 1, 2016 and each May 1 thereafter during the term of the Original Agreement.

Section 5. Maximum Reimbursement.

Notwithstanding any of the obligations of the Village to reimburse the Developer for costs incurred to redevelop the Subject Property, in no event shall the aggregate of all of such reimbursements to the Developer by the Village exceed \$207,000.

Section 6. Affirmation of Original Agreement.

All other terms of the Original Agreement not in conflict with the terms hereof are hereby affirmed as if restated herein.

Section 7. Counterparts.

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

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

Village of East Dundee, an Illinois municipal corporation

By: _____
President

Attest:

Village Clerk

SV (East Dundee) LLC

By: _____



VILLAGE OF EAST DUNDEE

120 Barrington Avenue, East Dundee, Illinois 60118 847-426-2822 fax: 847-426-2956

October 10, 2013

To: Village Board

From: Robert J. Skurla
Village Administrator

Ref: Dundee Marketing Director and related expenses

On September 6, 2013 I forwarded to the Village Board the attached report outlining the job description, duties and half-year budget for creating a full-time position of "Dundee Marketing Director". Although we may tweek the title and duties during the current fiscal year, I want to allow the position to represent both East Dundee and West Dundee and not necessarily lock it into only activities in the "downtown Dundee" area. Although I have not yet received an outright full approval from West Dundee to participate in full financial partnership on this venture, the offer is on the table for them to participate for the next seven months at virtually no direct expense to their Village.

We have advertised the position in "ProGovJobs.com" and on our website, the usual places we advertise for Village positions. We only received three applications before deadline and the most promising candidate is a resident of East Dundee. **Consequently, having received no negative feedback from the Village Board and having an affirmative indication from our prime candidate that they will accept the position under terms and conditions I had previously discussed with the Village Board, I am seeking consensus to immediately move forward with hiring that individual and setting up their office in the Downtown Visitors Center.** We have worked with the Visitors Center Committee to see that their office needs are still being met while accommodating that of our new Marketing Director. We have all the office furniture we need in storage at the water plant and new phones and computer are ready to install. That location was previously wired to be integrated into our mutual computer and phone network which is shared among the Fire District East Dundee and West Dundee.



VILLAGE OF EAST DUNDEE

120 Barrington Avenue, East Dundee, Illinois 60118 847-426-2822 fax: 847-426-2956

September 6, 2013

To: Village Board

From: Robert J. Skurla
Village Administrator

Ref: Downtown Marketing Position

I have come to a handshake agreement with Tom Roeser that between his company and the Village of East Dundee, we can bring on board a full time Marketing Director for "Downtown Dundee" as early as October 1, 2013 and fund that person's operations till the end of the current fiscal year. The Village's commitment would be up to \$40,000. The only thing expected of West Dundee would be their full "buy in" to the concept and to work with East Dundee to develop an IGA on how to operate this office in the new fiscal year starting May 1, 2014. After that time period, the Villages would split the cost of the operation. Our share would come from BDD funds and program receipts.

I have developed a basic operating budget that incorporates:

- 1 - Our current programs for \$15,600
- 2 - Participation in Heritage Fest for \$30,000
- 3 - New program development for \$25,950
- 4 - Administrative costs for \$12,150
- 5 - Personnel costs for \$97,136

TOTAL FY 2014-15 Budget - \$165,236

Attached is a more detailed budget breakdown except for personnel costs. Personnel costs include one full time director at an average salary of \$70,000 plus employer's share of fringes and withholdings. I have also attached a draft job description. Items # 1 and 2 above address only East Dundee projects, while Items #3, 4 and 5 cover both East and West Dundee. Consequently, this budget may grow once West Dundee develops a budget for activities germane only to West Dundee.

If the above concept meets with the approval of the Village Board, I would like to meet with West Dundee to help draft the IGA to implement this program ASAP and to develop a set of measurable benchmarks upon which to judge the merits of the program.

Current Events Budget 13/14

Lunch in the parks	
Movie in the parks	
Mailings and SPRA Showcase	
Dickens in Dundee	
Shredding Event	
St. Pats Parade	
Memorial Day Parade	
Village Open House	
Misc	
Banners	
TOTAL 2013/14	\$ 15,600.00

Proposed Administrative

Promotional Items/Giveaways	\$ 500.00
Table Throws/ Runners	\$ 500.00
Acrylic brochure and sign holders	\$ 200.00
Office Supplies	\$ 1,000.00
Poster Paper/ Adhesives	
Presentation Supplies	
Event "Box" - Scissors, Pliers, Hooks, BandAids	
USB drives/ Batteries	
Electronic Photo frames	
Stationery	
Electronic Outdoor Board	\$ 500.00
Brochures/Trifolds	\$ 250.00
Professional Posters	\$ 250.00
Media Advertising	\$ 5,000.00
Memberships	\$ 500.00
Email Service (Constant Contact)	\$ 400.00
Subscriptions	\$ 250.00
Graphic Design Services	\$ 1,000.00
Video Production Services	\$ 1,000.00
Printer Services	\$ 1,000.00
Mailings/Postage	\$ 2,000.00
TOTAL ADMINISTRATIVE	<u>\$ 12,150.00</u>

Entertainment Costs

Staging	\$ -
Tents/Rental	\$ 2,000.00
Table rentals	\$ 1,000.00
Chairs	\$ 1,000.00
Table Covers	\$ 500.00
Baskets	\$ 100.00

Garbage Cans	\$ 100.00
Utensils/ Cups/ Napkins	\$ 250.00
Sound/ AV Equipment	\$ 2,000.00
Event Lighting	\$ 1,000.00
	<u>\$ 7,950.00</u>

Entertainer Costs	
Tier I (full band)	\$ 10,000.00
Tier II (2-3 person)	\$ 5,000.00
Tier III (solo or family)	\$ 2,000.00
Street (balloon artists, face painters)	\$ 1,000.00
	<u>\$ 18,000.00</u>
TOTAL ENTERTAINMENT	<u>\$ 25,950.00</u>

Heritage Fest	\$ 30,000.00
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TOTAL PROPOSED BUDGET	\$ 68,100.00
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VILLAGE OF EAST DUNDEE

Job Description

Title: Dundee Marketing Director
Reports to: Village Administrator

Department: Community Events
Supervision: N/A

SUMMARY:

This person works under the supervision of the Village Administrator and contributes to the overall mission of the Village by marketing and promoting the community. This person is responsible for establishing rapport, understanding and confidence with staff, stakeholders and the general public to assess the strengths and weaknesses of the community and establish annual events throughout the community.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- *Responsible for overseeing and coordinating all Community Event activities*
- *Organizes, directs and oversee volunteers*
- *Monitors the day-to-day operations of marketing and community events including making site visits, handling and resolving complaints and ensuring events have required materials, supplies, and staffing.*
- *Expand existing operations to make events more visible and accessible to visitors*
- *Work to create programs and community events that can be financially self-sufficient.*
- *Continually assess the strengths and weaknesses of the Central Business District*
- *Develop plans to address and fix the Central Business District weaknesses while promoting and building off of the existing strengths*
- *Assess traffic flow, parking, mutual hours of operation, mix of private sector uses, public amenities, adult versus family activities, safety and comfort of visitors*
- *Develop a plan for increasing events for the general public in the Central Business District*
- *Develop a plan for increasing activities among private sector venues*
- *Organize stakeholders in the Central Business District into a cohesive group*
- *Create public and private sector activities that improve the image and brand of "Downtown Dundee"*
- *Develop one of more annual (or seasonal) events that became unique to "Downtown Dundee"*
- *Develop marketing activities to enhance outsider traffic in venues outside the Central Business District that would help "brand" Dundee as a tourist destination*
- *Work to address the mutual needs and goals of stakeholders in the Central Business District*

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be willing to perform each project or task assigned satisfactorily. The requirements listed herein are representative of the knowledge, skill and or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- *Minimum three years marketing and community event experience required.*
- *Requires flexible hours including the ability to work special events that may occur on weekends, holidays and evenings.*
- *Strong computer and communication skills are essential.*
- *Maintain effective working relationships with the Village officials and the public.*
- *Perform necessary manual labor and skilled tasks that may require use of lifting objects.*
- *Ability to work independently*
- *Ability to communicate and establish rapport, understanding and confidence with staff, stakeholders and the general public*

EDUCATION and/or EXPERIENCE

- *Candidates should have a Bachelors Degree from an accredited college or university; Minimum of 3 years experience with marketing and community events.*

SALARY RANGE

- *\$53,880 to \$74,244*

October 9, 2013

Heather Maieritsch
Deputy Village Administrator/Village Clerk
Village of East Dundee
120 Barrington Ave
East Dundee, IL 60118
HMaieritsch@eastdundee.net

Subject: reducing music noise impact on community

Dear Ms. Maieritsch:

On September 23rd, I visited two bars in East Dundee with you and Village President Lael Miller. The purpose was to observe the conditions in the beer gardens at these bars and offer advice on controlling emission of music noise from them to the community. This brief letter documents our discussion and provides supplemental information that may be of use. My comments and this supplemental information are general in nature and do not include site (venue) specific technical assessments or site specific recommendations for controlling noise.

Background

The two bars that we visited have relatively large outdoor seating areas and regularly host live bands during the summer time. It is my understanding that the Village regularly receives complaints from residents about the music noise from these, and possibly other bars in town. The Village in cooperation with these bars is interested in determining if there are steps that can be taken to reduce noise impact on the community.

Terminology

The following terminology is not used in the report, but you may find knowledge of them useful as you continue to grapple with this issue.

Sound level is measured in units called decibels (abbreviated dB). Decibels are logarithmic rather than linear quantities and thus a doubling of the sound level does not translate to a doubling of decibels. Also, the human ear does not interpret a doubling of sound energy as a doubling of loudness. For these reasons, the following approximate relationships should be kept in mind when reading this report.

The logarithmic nature of dB and the human subjective perception of relative sound levels result in the following approximate rules for judging increases in noise. A 3 dB sound level increase (or decrease) typically cannot be heard or is barely perceptible. A 5 dB sound level increase is perceptible and is often considered significant. A sound level which increases by 10 dB will be perceived as twice as loud. These perceived changes in the noise level are mostly independent of the absolute noise level. That is, a 35 dB noise will be perceived as twice as loud as a 25 dB noise, and a 60 dB noise will be perceived as twice as loud as a 50 dB noise.

Audible sound occurs over a wide frequency range, from low pitched sounds at approximately 20 Hertz (Hz) to high pitched sounds at 20,000 Hz. These frequencies are commonly grouped into octave bands or 1/3 octave bands. Building mechanical systems generally produce noise in the 63 Hz to 1000 Hz octave bands, with the lower frequency noise generated by large fans. Human speech is predominantly contained in the 250 Hz to 2000 Hz octave bands.

Humans do not hear equally well at all frequencies. We are especially poor at hearing low frequency sound and are best at hearing sound in the frequency range of human speech. A microphone does not have these same characteristics. Therefore, when sound is being measured to determine how well people will be able to hear it, a "weighting" is applied to the sound level measured using a microphone. The most common weighting is the "A-weighting" and the resulting sound level is expressed in A-weighted decibels (dBA). This weighting reduces the low frequency sound, slightly increases the sound at the dominant frequencies of human speech, and slightly lowers the sound level at high frequencies.

Equivalent Sound Level (Leq) is the average sound level in an environment where the sound level changes. However, the Leq is not a simple arithmetic average of the sound level over time, but is a logarithmic average. Leq is the "energy" average noise level over a period of time. Leq can be measured for any time period, but is typically measured for some increment or fraction of an hour such as 15 minutes, 1 hour or 24-hours.

Lmax is the maximum sound level that occurred during a measurement period.

Lmin is the minimum sound level that occurred during a measurement period.

Fast Response or Fast Time Weighting uses a time constant of 125 milliseconds.

Slow Respond or Slow Time Weighting uses a time constant of 1 second.

When the sound level being measured fluctuates quickly, it is often more appropriate to use fast time weighting. While time weighting will not affect the average sound level (Leq) measurement result, it will affect the maximum sound level (Lmax) measurement result. For example, if measuring the sound level of music, the fast time weighting will result in higher Lmax results. When presenting a Lmax result, the time weighting, fast or slow, should be specified. However, some regulations and ordinances require all measurements be made with slow time weighting or all measurements be made with fast time weighting, regardless of the type of noise source.

Observations and Comments

Band Shells:

Currently, the bands play on open stages at the two bars we visited. This allows the sound to easily transmit in all directions. Band shells could be constructed to better direct sound toward the audience. Band shells are not as effective for amplified music as they are for unamplified music, but they will still provide some benefit and would also provide protection from rain for the audio gear on stage (in case it starts raining during a performance). The band shell should have three sides and a roof. The side walls should splay outward and the roof should splay upward. The inside surface of the back wall should be finished with a sound absorbing material. There are many sound absorbing finishes that are suitable for outdoor environments. We can provide suggestions and cutsheets if you want to pursue construction of

band shells. We could also assist in designing the band shells. It will be most important for the band shell to cover the entire area of the stage that is used and for the band shell to be constructed of a material that has enough mass to block the low frequency sound.

House Sound Systems:

More control of noise production can be gained by installing and requiring the use of a “house sound system.” While many bands prefer to use their own, familiar equipment, requiring that a house system be used will give the bar better control over sound production. Loudspeakers for a house system can be fixed in place, directed, and selected to focus the sound on the audience. When a band brings its own loudspeakers and stacks them on the stage, much of the sound is transmitted right over the heads of the audience and into the community beyond. Also, use of a house system enables the incorporation of compressor-limiters that can be set to limit loudspeaker output to a preset amplitude. An engineered house system will also provide better sound quality than many systems that bands bring with them and simply place on stage.

Noise Barrier Walls:

Both of the bars that we visited had tall fences or walls surrounding the beer gardens. At one establishment, the wall was masonry. At the other, it was a wooden fence. Sound barrier walls will block some of the noise transmitted to residents close by the beer garden, but they will not be as effective for residents located further away. A wall will create a shadow zone where the sound is attenuated, but sound bends over the tops of walls, especially low frequency sound, and this limits the size of the shadow zone so that residences further from the barrier do not benefit as much. In general, the taller the wall the better, and the heavier the wall the better. Sound barrier walls need to not have openings or perforations. Masonry walls are very effective. Wood walls are less effective. Lightweight wood fences without overlapping fence boards are mostly ineffective. There are acoustical calculations that can be performed to calculate the effectiveness of a sound barrier wall.

Some additional noise reduction can be achieved by finishing the inside face of these walls with a sound absorbing material.

Sound barrier walls can provide some containment of not only the noise produced by music, but also noise produced by the crowd.

If you wish, we can further advise with respect to improving or replacing specific walls at specific venues.

Noise monitoring devices for self-monitoring:

There are several devices that can be used to monitor noise levels in these types of situations. The simplest of them provide a green/yellow/red light to indicate when the sound level is below, near, or above a preset limit. These give the bar owner and management the ability to objectively gauge the sound level at any given time and, if possible, take actions to reduce it.

Soundear:

<http://www.soundear.com/area-of-interest/noise-monitoring-equipment-for-clubs.html>

NTi Audio model XL2 plus stack light and accessories:

<http://www.nti-audio.com/Portals/0/data/en/NTi-Audio-Digital-IO-Adapter-Box-Product-Data.pdf>

Of these two products, the NTi Audio equipment is more versatile, but more complex and more expensive. Some of these sound monitoring systems cost several thousand dollars.

Restricting Time of Day:

It is common to restrict the time when outdoor music performances can take place so that they do not carry on late into the night. Restrictions are also sometimes placed on which days of the week outdoor music performances can be held.

Regulatory Noise Limits:

Restricting noise level at the property line or at a specific distance from the property line is a common component of local noise ordinances. In ordinances, music should be, and often is, treated differently than other types of noise. Often different limits are imposed on music than on other types of noise. If objective sound level limits are incorporated into the local ordinance, rather than a test for inaudibility, it is necessary for the local police department to have and know how to use a sound level meter to measure the sound level when complaints occur. Music should be evaluated based on the maximum sound level it generates during a particular amount of time, say 5 minutes, rather than based on the average sound level that it produces.

State of Illinois Regulations:

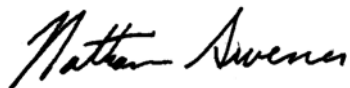
If you not already, you should be aware that the Illinois Pollution Control Board has extensive environmental noise control regulations (Title 35, Subtitle H, Chapter 1).

This concludes my comments and observations from the walk-through. I will be happy to elaborate on anything contained within this report or to continue working with the Village on this issue.

Sincerely,

Soundscape Engineering LLC

Per:



Nathan Sevens, Principal Consultant
PE, LEED AP, INCE Bd. Cert.

nsevens@SoundscapeEngineering.com

(312) 436-0032

Cc: Lael Miller, Village of East Dundee, LMiller@eastdundee.net



INTEROFFICE MEMORANDUM

TO: Robert Skurla, Village Administrator
FROM: Terry A. Mee, Chief of Police
DATE: October 4, 2013
SUBJECT: Loud Music Complaints – Downtown Area (Diamond Jim’s & Bandito Barney’s)

An incident analysis was conducted with loud music complaint data from the year, 2012, and for 2013 to date. The data noted the following:

- 19 complaints pertaining to Diamond Jim’s, which occurred during the general time frame of 2:30 p.m. and 12:45 a.m.; 18 of which were received prior to 10:00 p.m., and one of which was received after 10:00 p.m. Nine of the complaints were reported by named complainants, and 10 of them involved refused/anonymous complainants.
- 34 complaints pertaining to Bandito Barney’s; which occurred during the general time frame of 1:30 p.m. and Midnight; 27 of which were received prior to 10:00 p.m., and seven of which were received after 10:00 p.m. 11 of the complaints were reported by named complainants, 22 of them involved refused/anonymous complainants, and one was Officer initiated.
- The complaints for both were received between the months of March through September.
- It was noted that in some cases the same complainant issued complaints about both locations but on different dates.
- Officers were assigned to each complaint, and bar management personnel were generally cooperative in lowering the volume of the music; however, it was noted that on five of the dates two successive complaints were received about the same location.
- No citations were issued in any of the Officer responses; however, the incidents were documented.



120 Barrington Ave - East Dundee, IL 60118

Phone: 847-426-2822 Fax 847-426-2956

REQUESTS FOR PROPOSALS

HEALTH INSURANCE BROKERAGE SERVICES

November 1, 2013

Linda Blackerby
Finance Director/Treasurer

SECTION I

Description of Government

The Village of East Dundee, a home rule community as defined by the Illinois Constitution, was incorporated in 1871, and is located approximately 35 miles west of the city of Chicago in both Kane and Cook Counties. According to the 2010 census, there are 2,860 residents. East Dundee encompasses approximately 3 square miles. The Village has the power by State statute to extend its corporate limits by annexation, which is done periodically when deemed appropriate by the Village Board.

The Village of East Dundee is governed by a President/Mayor and six-member Board of Trustees operating under the Village Manager form of government. Policymaking and legislative authority are vested in the Village Board, which among other responsibilities, is responsible for passing ordinances, adopting the budget, appointing committees, and hiring the Village Administrator, Public Works Director, Police Chief and attorney. The Village Administrator is responsible for carrying out the policies and ordinances of the Village Board, overseeing the daily operations of the Village, and appointing staff of the Village's operating departments. The Village Board is elected on a non-partisan basis. Board members are elected to four-year staggered terms, with three members elected every two years. The Village president is elected to a four-year term. The Mayor and Village Trustee are elected at-large.

The Village of East Dundee provides an array of municipal services for its residents including police protection, water, sewer, storm water management, public works, road and bridge maintenance, building, planning, zoning, utility billing, economic development, and administrative services. The Village participates in the Illinois Municipal Retirement Plan and the Police Pension Plan.

There are twenty-six employees, six are members of the International Union of Operating Engineers Local 150, ten are members of the Metropolitan Alliance of Police Chapter 453, and there are ten non-union employees.

Purpose of the Request for Proposal (RFP)

The purpose of this RFP is to obtain statements of qualifications and proposals from qualified companies to be the health insurance broker and consultant for the Village of East Dundee in its health insurance policies and needs.

The following types of employee group insurance coverages are scheduled for renewal on May 1, 2014:

- Health (HMO and two PPO)
- Dental

- Vision
- Life insurance

There is no expressed or implied obligation for the Village of East Dundee to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

A pre-proposal conference is NOT ANTICIPATED. All clarifications to this proposal issued by the Village will be forwarded to all parties expressing an interest in submitting a proposal to the Village.

The Village reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the firm selected.

SECTION II

Submission of Proposal

Proposals will be accepted by the Finance Director until 5:00 p.m. local time, on December 2, 2013. All proposals must be received by the time and date shown above. Please provide three hard copies, and one master copy on a CD. All proposals must be submitted in writing in a sealed envelope marked in the lower left hand corner "HEALTH INSURANCE BROKERAGE SERVICES PROPOSAL".

Address MAILED proposals to:

Linda Blackerby
Finance Director
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

During the evaluation process, the Village reserves the right to request additional information or clarification from firms, or to allow corrections of errors or omissions. Proposals are valid for 90 days after the acknowledgement date.

The Village of East Dundee has the final authority over the decision process and hereby retains the right to select one broker or Agent for all or a combination of coverage or a separate Broker or Agents for each type of coverage or reject all Brokers and Agents.

Anticipated Timeline for RFP and Proposals

Release RFP	November 1, 2013
Proposals Due	December 2, 2013
Proposal Review	December 2, 2013-December 6, 2013
Interviews (Only if Necessary)	December 9, 2013 – December 13, 2013
Recommendation to Board of Trustees	December 16, 2013-December 22, 2013
Board of Trustees Authorization	January 6, 2014

All dates are subject to change.

Terms of Engagement

The proposer selected shall be asked to enter into a written professional services agreement with the Village of East Dundee. It is anticipated that the selected broker will be selected for a period of one year, with a Village option to exercise up to two additional one-year options, for a total of three years.

In the event of a merger of the firm with another firm, this contract will be transferable to the successor firm only with the approval of the Village. This agreement shall not be assigned or transferred without the written approval of the Village of East Dundee.

Notice of Intent to Submit

Interested companies should submit a Notice of Intent to Submit a Proposal. Once you have received and reviewed the proposal, please send an email to lblackery@eastdundee.net indicating your intent to submit a proposal, use subject "NOTICE OF INTENT". By submitting a notice of intent you will receive any updates or clarifications to the RFP during this process.

Questions concerning Request for Proposal

All questions should be submitted via email to lblackery@eastdundee.net by December 1, 2013. Please include in the subject line "RFP QUESTIONS".

Response to Questions

Response to questions will be provided to those that submitted a Notice of Intent to Submit Proposal. Responses will be provided in such a way to protect prospective proposers from disclosing their identity prior to the submission of a proposal.

SECTION III

Instructions for Preparing and Submitting Proposals

Sealed proposals shall be submitted to the Village of East Dundee not later than 5:00 p.m. on December 2, 2013 at the Village Hall, 120 Barrington, East Dundee, Illinois, 60118. Proposers must submit three hard copies of the proposal and one master copy on a CD.

All firms interested in providing brokerage services to the Village of East Dundee must provide detailed information for each of the following questions listed below. Be sure to indicate next to your response which question is being answered. If the answer is contained within any attached marketing material, please state where the response to each question is located.

1. Title Page

2. Table of Contents

3. Letter of Transmittal

The proposal should be accompanied by a letter of transmittal (no more than 3 pages) which summarized the key points of the proposal and which is signed by an officer of the firm who is responsible for committing the firm's resources.

4. Firm, Service Office Qualifications

- a. Provide information regarding the history and organization of your firm. Include your main business, number of employees, number of offices, locations, and financial information.
- b. Describe the office that will be designated to service the Village's program. Explain the services available at that office. If your firm intends to utilize other offices, please describe the services they would provide on this account.
- c. Name the principal and other key personnel who will be fully responsible for the account. Provide a resume or professional qualifications and the related educational background of the personnel assigned to the account. Be sure to list each person's title and area of expertise.
- d. Disclose any existing or potential conflicts of interest between the scope of work required by the Village and your firm's other business activities.

5. Insurance Marketing Services

- a. List the major insurance companies your firm has a strong relationship with related to employee group medical insurance coverage.

- b. Describe your access to the licensed, excess or surplus lines markets.
- c. Describe the insurance marketing expertise of your servicing office and the firm with respect to municipalities or other comparable entities.

6. Service to the Account

- a. Indicate your willingness to prepare an Annual Report for the Village, which would include among other things, the complete accounting of fees or commissions earned on the account, a cumulative project year premium and loss record, observations on relevant changes in the insurance market, and insurance policy summaries. If available, please attach a copy of an Annual Report prepared by your firm for another client.
- b. Describe your willingness to participate in quarterly meeting with Village employees, Village Management, and annual meetings with the major insurance carriers.
- c. Describe the range of claims management services provided by the servicing office and your firm.
- d. Explain your approach to providing or maintaining the Village's loss information on an information system.
- e. Describe your ability to service the Village's FMLA, COBRA, Medicare, and other routine requests.

7. Reference List

- a. Provide evidence of the firm's experience in providing service for others insured with coverage or programs comparable to the Village's, as well as a description of any underwriting procedures or special plans which have been used to serve other accounts.
- b. List a representation of other accounts the firm has served. Include an indication of whether the firm is willing to allow the Village to contact such accounts for an appraisal of comparable services they have received from your firm.
- c. List the municipalities or public entities your firm has served.

8. Work Plan/Technical Approach

- a. Overview: This section should establish the Proposer's understanding of the Village's objectives and requirements, demonstrate the ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.

- b. Describe succinctly how your firm would accomplish the work and satisfy the Village's objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- c. List the names of the insurance companies that underwrite 30% or more of your firm's book of business. Project whether you would approach the same markets on behalf of the Village's accounts and/or source other markets.

9. Exceptions/Deviations

Please state any exceptions to or deviations from the requirements of this RFP. If you wish to present alternative approaches to meet the Village's work requirements, these should be thoroughly explained.

SECTION IV

- 1. Describe the method(s) by which your firm would prefer to be compensated (i.e., fees, commissions, or a combination of both). Also indicate your firm's willingness to work on a flat fee basis.
- 2. Quote an annual total fixed flat fee for completing all requirements outlined in the scope of work. If your preferred compensation method includes commissions or a combined approach, list your proposed rates. For all fees, quote the initial one-year term and for each of the additional two (2) option years that may follow.
- 3. Indicate your firm's willingness to disclose and negotiate any commission income derived from the Village and whether your firm would allow an outside auditing firm to verify commission income earned.
- 4. Given the rate of medical inflation, what other basis can your firm suggest for compensation (i.e. percent of savings).
- 5. State your preference for how payments should be made (e.g., monthly, quarterly, or semi-annually).
- 6. Please provide fees for any additional services your firm provides that may be of interest to the Village.

SECTION V

- 1. Serve as designated insurance broker of record for Benefit programs.
- 2. Negotiate and place employee benefit plan options as directed by the Village.

**Village of East Dundee
November 1, 2013**

3. Analyze insurance proposals and present the result of such analysis to the appropriate parties.
4. Negotiate all health insurance renewals, including meeting directly with insurance company underwriters and place insurance as directed.
5. Analyze claim experience/financial development for all insurance coverage.
6. Prepare annual reports, in any reasonable annual format requested in advance by the Village of East Dundee, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding changes, modifications and/or benefit changes.
7. In accordance with parameters and criteria established by the Village of East Dundee, make recommendations regarding various benefit and insurance plans, insurance carriers, health maintenance organizations, administrators and benefit service providers.
8. Review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements (but not perform a legal review).
9. Provide open enrollment support, including but not limited to, developing timeline, assisting with the development of open enrollment materials and the determination of attendees, and coordinating and participating in open enrollment meetings as reasonably requested.
10. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
11. Review evidences of coverage (EOC) for accuracy, make recommendations regarding changes, modifications and/or benefit enhancements, and negotiate changes with carriers.
12. Assist with Village/Employee claims and billing issues as requested.
13. Act as a liaison and an advocate for the Village and employees with insurance companies.
14. Assist with the implementation/transitioning of carriers/administrators.
15. Alert the Village of legislative mandates and assist with compliance.
16. When appropriate, provide concise, timely and effective reports as needed, with the ability of electronic transfer of report to Village staff, as needed.
17. Perform detailed analytical review of third party administration, prescription drug and utilization review firms providing health care services to the Village's existing or future health care plan.

18. Assist the Village with the administration of FMLA, COBRA, Medicare, and any other special program requests.
19. Assist the Village with developing a wellness program.
20. Inform Village staff of major national or regional health care trends.
21. As needed, provide seminars and educational session to employees and retirees.
22. Knowledge of Governmental Accounting Standards Board (GASB) regulations as they relate to the Village's health insurance plan.

SECTION VI

General

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the Village of East Dundee. The Village expressly reserves the right to reject all proposals and make no award under this RFP.

Evaluation Procedures

All proposals received in accordance with these RFP instructions will be reviewed, analyzed, and evaluated by the Village in accordance with the criteria described below. If needed, additional information may be requested from one or more proposers. Interviews and contract negotiations may be conducted with one or more of the Proposers. A Proposer will be selected and recommended to the Village Board for award consideration.

Evaluation Criteria

- Proposals will be evaluated by the Village of East Dundee against the following factors:
- Qualifications, experience, references of Proposers and ability to carry out the Scope of Work;
- Staffing, Project Organization;
- Work Plan/Technical Approach;
- Fee;
- Miscellaneous (exceptions/deviations, completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere).

Contract Award

It is the intent of the Village of East Dundee to award a single contract as the result of this RFP; however, the Village reserves the right to apportion the requirements of this RFP among multiple contractors if this is determined to be in its best interests.



Dundee Township Park District

665 Barrington Avenue • Carpentersville, IL 60110-2904 • 847-428-7131 • Fax 847-836-2380

October 1, 2013

Village of East Dundee
Attn: Village Board Members
120 Barrington Ave
East Dundee, IL 60118

Dear Village Board Members,

The Dundee Township Park District would like to extend a sincere thank you for our cooperative concert/movie events this past summer. It was very successful with attendance around 400 per concert. Your co-sponsorship of this event was greatly appreciated.

I am currently turning my attention to next summer and the beginning phases of planning for the event. The Village of East Dundee generously donated \$1,800 towards three concerts at Lion's Park. The Park District would like to continue the concerts in the park for next summer. We are asking the Villages to donate \$600 per concert for the upcoming year. The Park District is also open to bringing back one movie per Village for the 2014 summer series. That would increase the financial commitment from the Village to \$1,000 donation for one of the concerts instead of \$600 for a total donation of \$2,200 instead of \$1,800 to include one movie. Please notify me of your commitment by December 1st as my planning and bookings start January 1st. If you need me to come to a board meeting to discuss the concert/movie series, I would be happy to attend and answer any questions you may have.

We look forward to serving the Village of East Dundee and our community with this family-oriented event. We have had much positive feedback from the public regarding this event. Thanks for your continued support of Park District programs. I look forward to hearing from you soon regarding your contribution toward this event.

Feel free to contact me at 847-428-7131 if you have any questions or ideas for this event. Again, thanks go out to you and your staff for our joint effort to benefit our community.

Sincerely,

Jennifer Peterson
Recreation Supervisor
Dundee Township Park District
665 Barrington Ave.
Carpentersville, IL 60110
jpeterson@dtpd.org



RESOLUTION NUMBER _____13

RESOLUTION AUTHORIZING THE ADDITION OF A PORTION OF ROAD TO LAKESHORE DRIVE

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

WHEREAS, The Village of East Dundee (the Village) desires to extend a portion of Lakeshore Drive 180 feet in front of the address 422 Lakeshore Drive.

WHEREAS, The Village of East Dundee has knowledge that the portion of the street that will be extended will match the existing asphalt Lakeshore Drive road and will be 12 feet wide and not built to Village road construction standards.

WHEREAS, The Village of East Dundee has received a bid from A Lamp Contractors for the Village's Street program which came in under budget and they are currently in the process of re-paving Lakeshore.

WHEREAS, It is in the best interest of the Village of East Dundee to include this project as part of the 2013 Street Program as long as this additional project to extend the asphalt paving on Lakeshore does not exceed \$10,000.

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

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

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

Section Three. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form if required by law.

Adopted this _____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

Approved by me this _____ day of _____, 2013.

LAEL MILLER, President

Published in pamphlet form this _____ day of _____, 2013, under the authority of the President and Board of Trustees.

ATTEST:

HEATHER MAIERITSCH, Village Clerk

Recorded in the Village Records on _____, 2013.

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS AMENDING THE LICENSING AND OPERATIONAL REGULATIONS FOR LIQUOR LICENSES

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

WHEREAS, section 5/4-4 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/4-4) describes the powers, functions and duties of the local liquor control commissioner and this ordinance clarifies those powers in the Code of the Village of East Dundee.

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

Section 1: That Section 116.02(B) of the Code of the Village of East Dundee, as amended, be and is hereby amended to read as follows:

“(B) The Village President shall appoint two Trustees to serve as Assistant Liquor Control Commissioners to assist in the exercise of the duties of office and shall, with the Village President, comprise the membership of the Local Liquor Control Commission.”

Section 2: That Section 116.03 of the Code of the Village of East Dundee, as amended, be and is hereby amended to read as follows:

“116.03 LICENSE REQUIRED.

No person shall sell, batter, transport, deliver, solicit, or receive orders for, keep, or expose for sale, keep with intent to sell or furnish any alcoholic liquor for beverage purposes for sale at retail without being first licensed to do so by the Local Liquor Control Commissioner of the village.”

Section 3: That Section 116.04(A)(8) of the Code of the Village of East Dundee, as amended, be and is hereby amended to read as follows:

“(8) The Liquor Commissioner reserves the right to require BASSET or TIPS training for all employees of any establishment when deemed necessary. A ruling of this kind shall remain binding until repealed by the Liquor Commissioner.”

Section 4: That Section 116.05(A)(10) and (11) of the Code of the Village of East Dundee, as amended, be and is hereby amended to read as follows:

“(10) *Class D.* For the retail sale of alcoholic beverages for consumption on premises, but not for the sale of spirits (as defined in ILCS Chapter 235, Act 5, § 1-302) in its original package for

consumption on the premises, within or adjacent to food service locations solely within outdoor amusement park recreational facilities, a single primary liquor license may be issued for a structure which serves as a restaurant facility and auxiliary licenses may be issued for additional beer and wine dispensing locations, also referred to herein as "points of distribution," subject to the following conditions and restrictions:

(a) At least one primary food service location must be maintained within outdoor amusement park and a primary license may be issued to the location with the following requirements:

1. Legal seating capacity under local ordinance and state law must be maintained to seat 100 patrons with seating facilities regularly and ordinarily present on the licensed premises.

2. Licensed location must be within structure approved for occupancy pursuant to the village building codes.

3. Under the primary license, one outdoor picnic area within the amusement park may be used for the sale for consumption on premises of beer and wine only.

(b) Alcoholic beverage service from points of distribution, other than the structure bearing the primary license, shall be limited to beer and wine. A license shall be required for each location referred to herein as a "point of distribution license," subject to the following requirements:

1. The points of distribution may provide walk-up counter dispensing of beer and wine only for consumption within the subject amusement park, so long as food service is available from the locations.

2. Each point of distribution shall be from a fixed structure complying with the Building Code of the village and shall not be from a temporary or portable structure, cart, or the like.

3. Each point of distribution license shall be separately approved for a fixed location and shall be prominently displayed therein. The licenses shall not be relocated without express action by the Liquor Control Commissioner.

4. Each point of distribution license shall be under the same ownership as the primary license and shall be issued only in conjunction with and subject to the conditions and restrictions of the primary license.

5. At all times when a facility holding a point of distribution license is in operation, at least one person registered pursuant to the provisions hereof shall be on the licensed premises at all times that alcoholic beverages are served.

6. Each point of distribution license may be open for business for not more than 120 days per calendar year.

(11) *Class E*. For the retail sale in premises, as defined below, of all kinds of legalized alcoholic liquors for consumption on the premises, subject to the following conditions and restrictions. For the purpose of this division (A)(11), the following definitions shall apply unless the context clearly indicates or requires a different meaning. This license does not permit the sale of spirits in the original package for consumption on the premises.

PREMISES. Upon approval of the Liquor Commissioner, a contiguous adjoining exterior area, subject to the additional conditions set forth below:

1. The outside dining area shall be enclosed by a minimum three-foot high wall, fence, or structure designed to be decorative and to prevent unauthorized entry. The maximum height of such fence or wall shall be eight feet.

2. At least five feet of public right-of-way must be provided and maintained at all times for pedestrian traffic.

3. At least ten feet of public right-of-way traffic must be provided between the outdoor dining area and vehicular traffic.

4. The outside dining area shall have ingress and egress for emergency purposes and for handicap accessibility.

5. The outside dining area shall not have a covered roof, although umbrellas, awnings, screening, and the like may be allowed, and a limited roof structure may be permitted over any service bar.

6. No signs shall be attached to any furniture, umbrellas, awnings, or other structure related to the operation of the outdoor dining area.

7. No permanent fixtures are to be installed and only those fixtures authorized by the permit and shown in the diagram may be stored in the public right-of-way when the outdoor dining area is not in operation. Should the licensee not utilize the sidewalk as authorized for a period of 48 hours or more, all the tables and materials must be removed.

8. A service bar or service window for the service of alcoholic beverages may be permitted in the outside dining area. Permission for the sale of alcoholic beverages must be secured from the Liquor Commissioner prior to issuance of an Outdoor Dining/Sidewalk Cafe Permit.

9. Outside meal seating will be permitted; however, no alcohol shall be served or consumed in the outside seating area no later than 12:00 a.m. Sunday through Thursday, and 1:00 a.m. Friday and Saturday.

10. The outside dining area seating shall not be used in subdivision (b) above for calculating the required number of seats for this liquor license classification.

11. Seating for the outdoor dining area is to be restricted to the right-of-way approved by the village.

12. The outside dining area seating capacity when combined with the indoor seating capacity shall meet the requirements of the State Plumbing Code and village plumbing ordinances with regard to restroom facilities.

13. Persons issued a permit for an outdoor dining area/sidewalk cafe shall maintain the sidewalk area in a clean and safe condition. The permit holder shall clean said area at the end of each business day, so as not to have any food or drink leftovers remaining. The permit holder

shall wash daily the sidewalk area approved by the village for the outdoor dining area/sidewalk cafe removing any food or drink residue.

14. If the outdoor dining area interferes with a public event planned on the public right-of-way, the public event shall take precedence. The village will endeavor to notify the licensee 30 days in advance of the scheduled event.

15. Such other requirements as may reasonably be imposed by the Liquor Commissioner taking into account the unique circumstances of the licensee's premises and location.”

Section 5: That Section 116.05(A)(14)(a), (b), (c) and (d) of the Code of the Village of East Dundee, as amended, be and is hereby amended to read as follows:

“(14) *Class F.* Special events license for the retail sale of all kinds of legal alcoholic liquors for consumption on the premises as defined below. This license is not a right of any current license holder and shall be granted at the sole discretion of the Liquor Commissioner and upon a finding that the applicant has adequately met or provided for the following conditions and restrictions:

(a) The applicant must submit a site map depicting the premises to be licensed upon which the special event will occur including depicting all structures and rights-of-way within 100 feet of the licensed premises perimeter and proof of a legal right to occupy such premises during the duration of the special event.

(b) The license would be issued only to licensees holding a valid class of license permitting the consumption of alcoholic beverages on premises.

(c) Each licensee would be limited to hours of operation for alcoholic liquor sales of no greater than between the hours of 11:00 a.m. to 8:00 p.m. However, more expansive or limited hours may be approved by the Liquor Commissioner in their discretion.

(d) Applicant for a special events license would be required to give proof, satisfactory to the Liquor Commissioner, of adequate provision for the following:

1. Public sanitary facilities;
2. Refuse and waste disposal arrangements;
3. General security and crowd control;
4. Liability and property damage insurance with carriers and in amounts satisfactory to the Commissioner; and
5. Means of securing the physical perimeter of the premises from entry by minors and adequate security arrangements to insure that minors are not served alcoholic beverages.”

Section 6: That Section 116.05(C), (D) and (E) of the Code of the Village of East Dundee, as amended, be and is hereby amended to read as follows:

“(C) *Applications; where filed.* Applications shall be directed to and filed with the Local Liquor Control Commissioner and shall be accompanied by a certified or cashier's check of a

local bank, postal money order or cash in the full amount of the annual license fee required to be paid for the kind of license applied for by the applicant. If any applicant is denied, the deposit required shall be returned to applicant by the Local Commissioner.

(D) *Contents of application.* All applications shall be on forms approved by the Local Liquor Commissioner and provided by the village; shall be executed by the applicant seeking license; and shall be under oath stating all material information required in ILCS Chapter 235, Act 5, § 7-1. The application shall be accompanied with form of bond showing names and qualifications of sureties, but the bond need not be executed by sureties prior to approval of application by the Local Commissioner. The bond shall be a joint and several bond executed by applicant with or licensed to do business in the state in the sum of \$5,000, conditioned upon true and faithful compliance with this chapter and the laws of the state relating to alcoholic liquors and conditioned further for the payment of fines, penalties, and judgments levied against licensee for the offenses and liabilities arising out of the unlawful sale of alcoholic liquors. Any license application which is not the renewal of an existing license by the same licensee shall be charged an application fee to cover the village's costs for fingerprinting, background checks, and processing.

(E) *Manner of payment, renewals, terms.*

(1) All license fees shall be payable in one installment. All licenses shall expire on June 30 next after the date of issue.

(2) (a) All license applications shall be stamped as to date of filing and shall be given a filing number and shall be considered by the Local Commissioner in numerical order. Applications for renewal shall be considered in the same numerical order as determined by the original application filing number. Failure to make application for renewal 30 days or more before expiration date of license shall be deemed a waiver of priority listing and subsequent application provided for the application.

(b) In addition, the failure to make application at least 30 days prior to the expiration date shall entitle the Local Liquor Commissioner to close the applicant one day for every date late in filing. Application for renewal shall be made in same manner as for new applications, except that the application shall state thereon the fact. Forfeited application listings shall be stricken from the application list and shall not again be used.

(c) There shall be no property right in any such license, but priority shall receive proper consideration whenever all requirements of this chapter have been complied with. The Village President and the Board of Trustees shall have the power at any time to decrease the number of licenses to be issued within its jurisdiction.”

Section 7: That Section 116.06(D) of the Code of the Village of East Dundee, as amended, be and is hereby amended to read as follows:

“(D) There shall be no proration of license fee irrespective of when the application for license is received by the Local Control Commissioner. Any licensee may renew his or her license at the expiration thereof; provided, he or she is then qualified to receive a license and the premises for which the renewal license is sought are suitable for such purpose; and provided that, he or she has made application for renewal; and provided further, that the renewal privilege herein

provided for shall not be construed as a vested right which shall, in any case, prevent the President and Board of Trustees from decreasing the number of licenses to be issued within its jurisdiction.”

Section 8: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of _____, 2013.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2013

Ongoing Support

Advanced Telecommunications, Inc. (ATI) has always prided itself on the quality of support we provide. In fact, recent independent surveys of our customers revealed that we have every reason to be proud. When asked why respondents continued to purchase support from *ATI*, most said the reason is value. The survey also told us that our systems play a more critical role in business performance than information systems purchased from other vendors. We know keeping your communication systems up and running effectively is critical to your business.

It is our goal at *ATI* to keep your system(s) operating 365 days a year, 24 hours a day, because it is integral to your business. The *ATI* Technical Assistance Center (TAC) provides the highest quality ongoing support of all the products we represent. The Center is your one-stop source for ongoing support; including problem resolution, system administration, requests for additional training, equipment, and services.

Highlights of the support provided during the first support period include the following.

- All parts and labor coverage
- Mandatory software upgrades (where applicable)
- Remote database modifications for routine changes (if applicable)
- Ongoing training opportunities
- Centralized service to one company; 630-577-2700 to call or www.aticti.com to report **all** of your service and technical requests, which ensures fast, effective reporting and resolution.

The following chart summarizes our first-period support:

Parts Coverage:	Included
Labor Coverage:	Included
Remote Coverage:	24 hours per day
On-Site Coverage:	24 hours per day
Response Time: (within coverage hours)	2 hours remote, 4 hours onsite for major problem
Administration Training:	1 seat per year remote via web
Remote System Administration:	Included
User Training:	On-site ½ day - 1 session per year. Unlimited internet access.

ATI Advanced Telecommunications of Illinois, Inc.

Advanced Telecommunications of Illinois, Inc. provides the “**Total Customer Care**” level of support during the first period. After the first period, a choice of support offerings is available. *ATI* offers a full range of support services to meet your needs and budget.

Your choices include “**Total Customer Care**” support where we will completely manage and support the system, and “**Essential Customer Care**” level where we complement your resources or for our telephony customers with legacy (older) systems.

Your choice depends on how strategic your *ATI* solution is and the level of internal resources you choose to devote to it. In addition, you have the choice of prepaying at a discount and locking in your ongoing support costs for the additional periods.

Coverage Comparisons:

	<i>Total Customer Care Shoretel /Mitel 5000</i>	<i>Essential Customer Care Mitel 5000 only or Legacy products</i>
Remote Coverage:	24/7	7:30 am- 4:30 pm M-F
On-Site Coverage:	24/7	7:30 am- 4:30 pm M-F
Parts Coverage:	Included	Included. Except noted items
Labor Coverage:	Included	Included
Response Time: (within coverage hours)	2 hours remote, 4 hours onsite for major problem	2 hours remote, 4 hours onsite for major problem
Administration Training:	1 Seat per year. Web Conference	Hourly Rate
Remote Programming:	7:30am to 4:30 pm Monday to Friday	7:30am to 4:30 pm Monday to Friday
Software Upgrades:	Included	Hourly Rate plus software fee
Priority:	Top Tier	Second Tier
User Training:	Unlimited Internet. On-site ½ day - 1 session per year	Unlimited Internet. Instructor remote via Web-Hourly Rate
Labor Charges (MAC):	Discounted	Discounted

Total Customer Care program requires system(s) to be at manufacturer’s current software level to be eligible for this program. ATI Datanet products included in the above plans do not include integration issues or problems with your LAN/WAN network. These are billable services that ATI can provide.

Support Services available after the First Period

Preventive Maintenance

Preventive maintenance, which consists of those items and actions deemed by us to be necessary to keep the system(s) operating, can be scheduled and/or performed concurrently with remedial maintenance. This includes periodic system database backups.

Software and implementation labor for all preventive (patches, bug fixes, etc) software issues, is included with preventive maintenance under the ***“Total Customer Care” plan.***

Software updates (feature enhancements) are mandatory to keep your system within the manufacturers support term. These updates and the implementation labor are included in our ***“Total Customer Care” plan.*** These updates, if available, can be purchased separately under the ***“Essential Care” plan.***

Remedial Maintenance

Remedial maintenance includes both hardware and software. **ATI** is responsible for all parts, tools and labor required to maintain your system. We provide the technical services of our trained and certified technicians, remotely or at the system site, as appropriate, in order to perform corrective maintenance.

We furnish all replacement parts. Quality spare parts are kept at our **ATI** service location and in our service support vehicles to ensure availability when you need it. However, **ATI** can not support products that the manufacturers have designated “end of life”.

Major problems are those situations that seriously affect system operation. You will be asked to prioritize the situation when you call the **ATI** Technical Assistance Center. Generally, major situations are defined as:

- The inability to make or receive phone calls from your location.
- The inability of the main answering position to receive incoming calls.
- The inability of the majority of the station users to use or access the intercom.

Remote response time commitment for major problems is two hours for both our ***“Total Customer Care” and “Essential Care” Plans.***

ATI Advanced Telecommunications of Illinois, Inc.

Onsite response occurs when remote troubleshooting and repair is either unsuccessful or is clearly not the best approach to problem resolution. Remote repair may be performed in conjunction with onsite response to expedite the resolution. If onsite response is determined to be necessary, the following is the response time commitment for a major problem:

Response	Within Coverage Period
Within 50 miles of an ATI service-responsible office	4 hours
Within 150 miles of an ATI service-responsible office	6 hours

Following are current **“preferred”** rates for services performed outside of the coverage periods for those customers covered under the **“Total Customer Care”** and **“Essential Care”** support arrangement:

Coverage	Telephony, Training, & Network Services		Remote Access	ATI Datanet	
	Onsite (First Hour) (1)	Onsite (There-after)		(First Hour) (1)	(There-After)
7:30 am to 4:30 pm, M-F	\$245.00/hr	\$120.00/hr	\$120.00/hr	\$301.00/hr	\$176.00/hr
After hours & Sat. (7:30am – 5:00pm)	\$305.00/hr	\$180.00/hr	\$180.00/hr	\$389.00/hr	\$264.00/hr
After 5:00 pm Saturday, Sunday and Holidays	\$365.00/hr	\$240.00/hr	\$240.00/hr	\$477.00/hr	\$352.00/hr

Following are current rates for services performed outside of the coverage periods for those customers on a **“Time and Material”** basis:

Coverage	Telephony, Training, & Network Services		Remote Access	ATI Datanet	
	Onsite (First Hour) (1)	Onsite (There-after)		(First Hour) (1)	(There-After)
7:30 am to 4:30 pm, M-F	\$275.00/hr	\$150.00/hr	\$150.00/hr	\$345.00/hr	\$220.00/hr
After hours & Sat. (7:30am – 5:00pm)	\$350.00/hr	\$225.00/hr	\$225.00/hr	\$455.00/hr	\$330.00/hr
After 5:00 pm Saturday, Sunday and Holidays	\$425.00/hr	\$300.00/hr	\$300.00/hr	\$565.00/hr	\$440.00/hr

(1) One hour minimum; includes travel time portal to completion. Additional labor billed in quarterly increments.

ATI Advanced Telecommunications of Illinois, Inc.

Administration Training

ATI periodically offers administration training instructor led remotely via the web. You will receive one seat per year. Your administrator will be taught the basics of system administration, i.e., adding and deleting extensions, mailboxes, distribution lists, changing keys, holiday greetings, etc.

Administration training, instructor led via the web or on site is available on a billable basis.

User Training

You may want new system users to receive the same training provided during installation. User training is designed to guarantee that your new users receive the maximum benefit from their system. You will be given access to (system dependent) internet-based training on an unlimited basis. Further, **ATI** will provide one 1/2 day on-site training per year. We can also provide for additional training at any time on an hourly basis.

User training, as described above is included in the ***“Total Customer Care”*** level of support.

System Administration

System administration includes routine “remote” (where available) changes to user mailboxes, extensions, key assignments, system distribution lists, names directories, classes of service and information tables, as needed. System administration is provided from 7:30 am to 4:30 pm, CST from the **ATI** Technical Assistance Center, Monday through Friday, excluding **ATI** holidays. Changes will normally be completed within one business day. Special “remote” changes which are of a more complicated nature (call centers, recording solutions etc. will be provided on a billable basis.

You can batch routine changes for implementation at the frequency of two hours per month.

Network Services Management

Network services management is performed by **ATI’s** experienced telephony experts and includes the necessary analysis of your carrier network services to assure optimum performance and quality at the proper price structure. This is required due to the constant changes in services and rates by the various carriers, both new and existing. This service is included in all of our plans as long as this service was established through **ATI**.

This network service is available at billable rates for non-ATI established carrier services.

Ongoing Customer Care
Financial Considerations

*Covers Telephone and Voice Mail System
For The Village of East Dundee*

	<i>One Year</i>	<i>Three Years</i>	<i>Five Years</i>
<i>Total Customer Care</i>	\$3,325	\$8,700	\$14,200
<i>Essential Customer Care</i>	\$3,000	\$7,900	\$13,000

Multi-Year Ongoing Support Options Require the Balance be Paid in Full or Annually.

*To be eligible for the software upgrade under the Total Customer Care plan,
Mitel Software Assurance must be purchased and the current software
level must be at least version 3.2.*

*One year of Mitel Software Assurance (software upgrade vehicle) can be purchased
at any time for an additional \$1,300 if not on Total Customer Care plan.*

*If the system is below version 3.2, to upgrade to the latest software level the system may
require the purchase of a 2 GB CompactFlash card for \$200.*

MAINTENANCE AGREEMENT

Address 1272 Bond Street
City NAPERVILLE State ILLINOIS Zip 60563
Telephone (630) 505-7500 Fax # (630) 505-4272

Term: _____
Effective Date: 10/1/13

CUSTOMER BILLING LOCATION:

Company Village of East Dundee
Address 120 Barrington Ave
City East Dundee State IL Zip 60118
Telephone 847-426-2822 Fax # _____

ANNUAL INVESTMENT: _____

INSTALLATION LOCATION (If different):

Company _____
Address _____
City _____ State _____ Zip _____

TERMS AND CONDITIONS

1. MAINTENANCE SERVICES

Pursuant to the terms and conditions of this Agreement, ATI shall provide the Customer during the term of this Agreement and with respect to the Existing Equipment, the services summarized as follows:

- Remedial maintenance services upon request by the Customer in order to restore malfunctioning operating component parts of the Equipment to proper working order, this includes all parts and labor.
- Priority response to Customer request for remedial maintenance and/or service work over other types of ATI service arrangements.
- Continued Operator and Station User training assistance.
- Continued consultation on Equipment requirements.

ATI's remedial maintenance response objectives are as follows:

With respect to a Major Malfunction of the Equipment (defined as no incoming or outgoing telephone service, or no station to station service within Customer's system) ATI's policy is to respond to the Customer's premises within four (4) hours from the time ATI first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practical.

With respect to a Minor Malfunction (any malfunction other than a Major Malfunction) of the Equipment, ATI's policy is to respond to Customer's premises between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, within twenty-four (24) hours from the time ATI first receives the Customer's request for Remedial Maintenance and will complete such repairs as soon as reasonably practical. Routine remedial maintenance requested after normal working hours will be billed Customer at the prevailing overtime hourly rate with a minimum two (2) hour service charge.

ATI's responsibility with respect to the Maintenance Services shall be limited to either the Customer's side of the interconnect devices connecting the Equipment to the telephone system operated by the local telephone utility, or if no such interconnect devices exist, to the Customer's side of the point of connection between the Equipment and said local telephone system.

The Customer shall allow employees of ATI free access to premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this Agreement.

Any maintenance or service work performed on the Equipment by others during the period of this Agreement without written consent of ATI shall cause this Agreement to become null and void.

Maintenance does not include any services necessitated by, or of the type described in, any of the following:

Labor and material costs of additions, changes, relocations and removals; operating supplies and accessories; specification or engineering charges.

Labor and material costs for replacement of those component parts, such as headsets, batteries for phones and batteries for universal power supplies (UPS) that are subject to normal wear and tear and consumption, as a result of use which does not affect the operational condition of the equipment.

Negligent, willful or intentional acts of Customer.

Accident, casualty, neglect, misuse or any cause other than normal use in the manner intended by the parties hereto as described in the Equipment specifications.

An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operating telephone or abnormal power fluctuations or failures which adversely affect the Equipment.

Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable Equipment environment as required in the Equipment specifications or any other failure of the Customer to fully perform its responsibility under this Agreement.

Any other acts or events which may adversely affect the performance of the Equipment, occasioned by acts of the Customer or any third party, or the use by the customer or any third party of the Equipment in combination with any other apparatus, device or other system not supplied, or approved as to such combined use by ATI of the use by Customer of any item of the Equipment in a manner not intended by the parties hereto or specified by ATI.

2. TERM AND PAYMENT

The term of this Agreement shall commence as of the date set forth above upon receipt of payment from Customer and will only cover a period of one (1) year, unless a period other than one year is expressly stipulated in the space provided.

On the anniversary date of this Agreement, any additional Equipment provided will result in an increase of annual maintenance charges.

Upon expiration of the initial term, the Term shall renew for successive renewal terms of equal length to the initial Term unless either party gives the other party written notice to terminate the Agreement or not renew the Term at least ninety (90) days prior to expiration of the then current Term.

3. TAXES

The Maintenance Service rate(s) or other charges incurred by Customer under this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either ATI or Customer with respect to this Agreement or any of the services performed or materials, equipment or other items provided by ATI or Customer, except for taxes based on ATI's net income or capital stock, which shall be borne by ADVANCED TELECOMMUNICATIONS, INC.

4. LIMITATION OF LIABILITY

The Customer agrees that neither ATI nor its subcontractor shall be liable for any loss or damage to the Equipment or other property or injury or death to Customer's agents, employees, or customers arising in connection with the Maintenance Services provided by ATI or its subcontractor under this Agreement unless such loss, injury, death or damage results solely from the negligence or willful misconduct of ATI's officers, employees or agents or those of ATI's subcontractors. IN NO EVENT SHALL ATI OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

5. FORCE MAJEURE

The timeliness of performance by ATI or Maintenance Services hereunder or the performance of any other obligations of ATI under this Agreement is in every case subject to delays caused by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts of inaction of Customer, inability of ATI's subcontractors to perform, or any other cause beyond the reasonable control of ATI, or labor trouble, strike, lockout of injunction (whether or not such labor event is within the reasonable control of ATI). In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.

6. ASSIGNMENT

ATI may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitation, ATI's obligation to provide Maintenance Services, provided that ATI first gives adequate prior written notice thereof to the Customer. Any subcontractor performing Maintenance Services or other services hereunder will be subject to the same terms and conditions set forth herein. Customer shall not assign or subcontract any part of all of its interests hereunder, except upon the prior written consent, this Agreement shall be null and void.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON. THERE ARE NOT REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED; NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY A WRITING EXECUTED BY AN OFFICER OF ATI. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF ATI.

Customer:

BY: _____
Title: _____
Date: _____

Advanced Telecommunications of Illinois, Inc.

BY: Aaron Walsh
Date: 9/26/13



120 Barrington Ave - East Dundee, IL 60118

Phone: 847-426-2822 Fax 847-426-2956

INTEROFFICE MEMORANDUM

TO: Robert Skurla, Village Administrator
FROM: Terry A. Mee, Chief of Police
DATE: October 9, 2013
SUBJECT: Speed Survey Results – Van Buren, Between Edwards & Roslyn

Following the recent Village Board Meeting public comment pertaining to speeding autos on Van Buren, between Edwards and Roslyn, a speed study was conducted by the P.D., utilizing the squad radar equipment. The surveys were generally conducted between the morning hours of 7:00 a.m. until 9:00 a.m. and the afternoon hours of 3:00 p.m. until 6:00 p.m., utilizing different observation locations on generally all days of the week (with the majority of the observation periods on week days). The attached Excel spreadsheets detail the data, but the essential elements of the findings are the following:

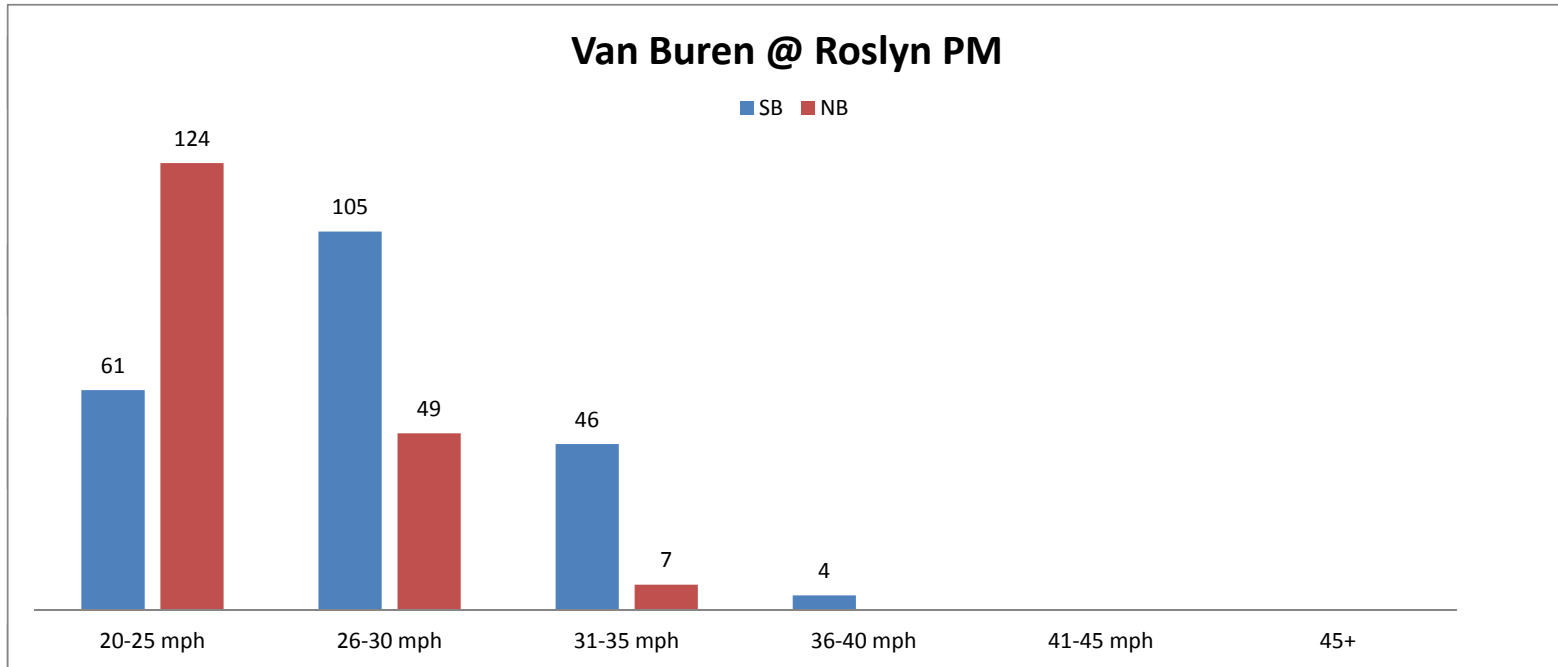
- There were 16 observation periods, averaging about 23 minutes per period for a total of about 371 minutes.
- The speeds of a total of 1173 northbound and southbound vehicles were monitored.
- Approximately 51.7% (606) of the vehicles were travelling at speeds between 20-25 mph.
- Approximately 37.3% (438) of the vehicles were travelling between 26-30 mph
- Approximately 10.1% (118) of the vehicles were travelling between 31-35 mph.
- Approximately .08% (9) of the vehicles were travelling between 36-40 mph.
- Approximately .009% (1) of the vehicles were travelling over 40 mph.
- Approximately 89% (1044) of the vehicles were travelling either under the speed limit or up to no more than 5 mph over the speed limit.
- One citation and a number of warnings were issued during the survey.

Additionally, the following was noted:

- The data does not indicate that there is a significant excessive speed problem at that location.
- There were no crashes at that location during the survey period.
- The number of observed pedestrians travelling along and/or crossing Van Buren at that location during the survey period was very minimal.

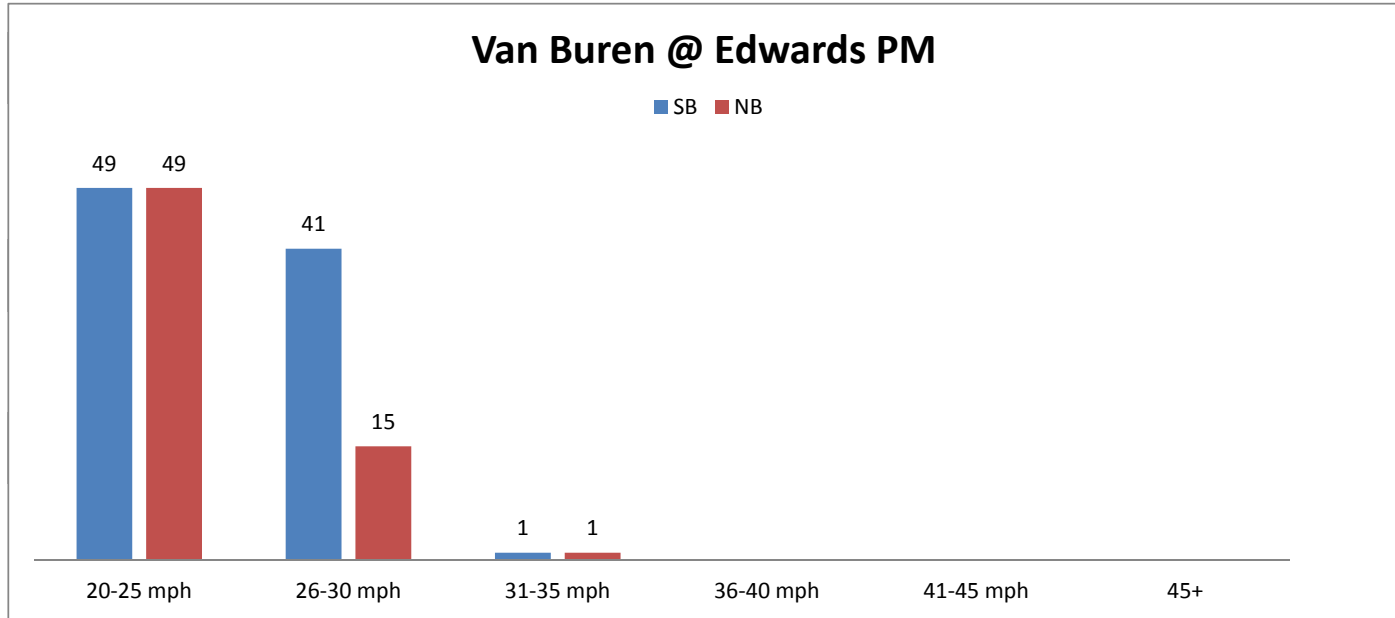
Speed Range	20-25 mph	26-30 mph	31-35 mph	36-40 mph	41-45 mph	45+
SB	61	105	46	4		
NB	124	49	7			

of Citations Issued 0
 Verbal Warnings 1

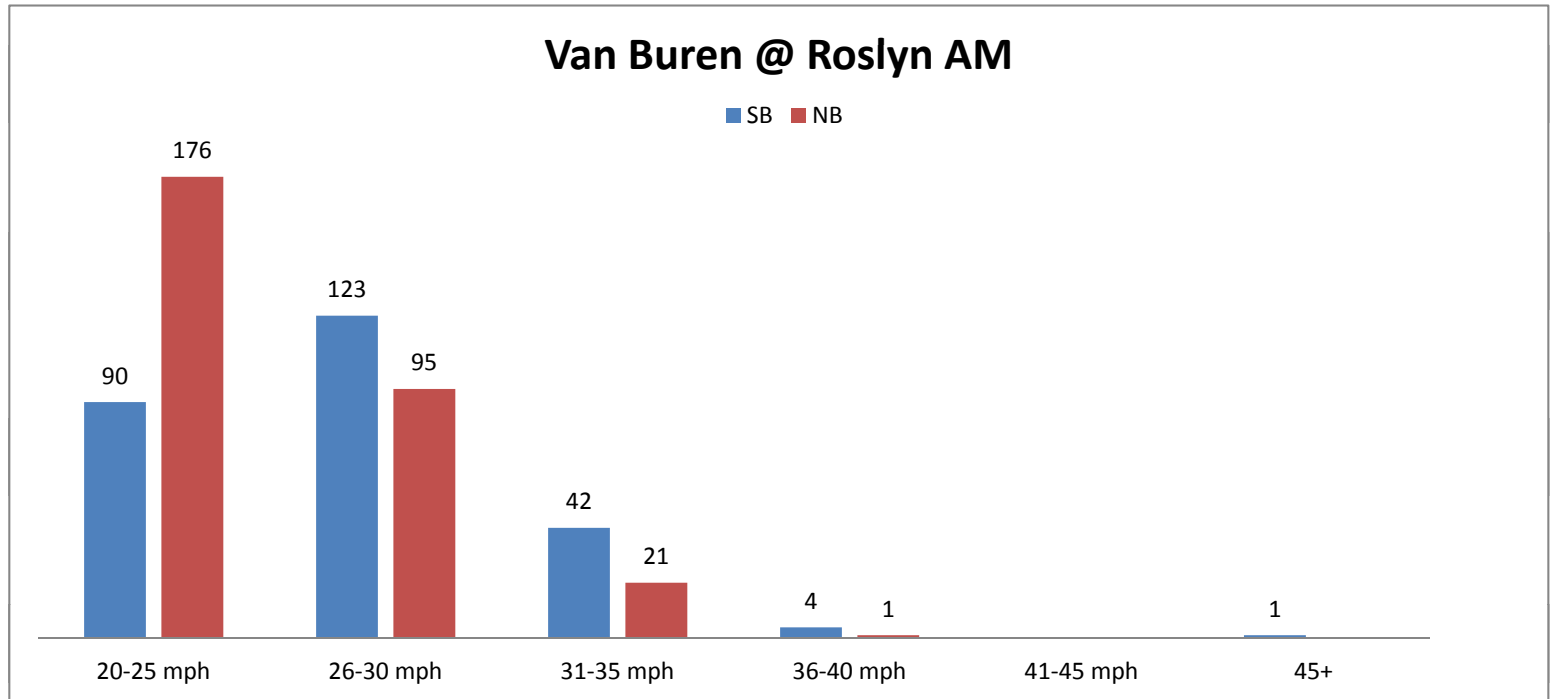


Speed Range	20-25 mph	26-30 mph	31-35 mph	36-40 mph	41-45 mph	45+
SB	49	41	1			
NB	49	15	1			

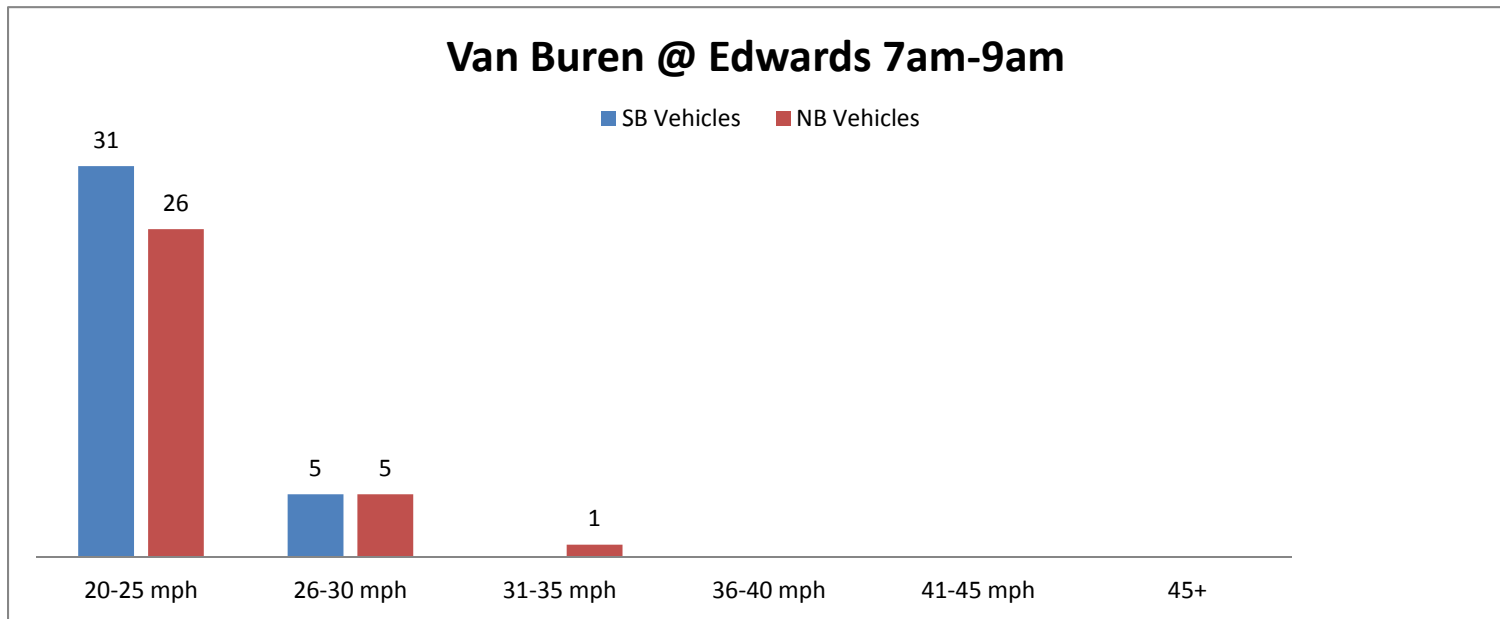
of Citations Issued 0



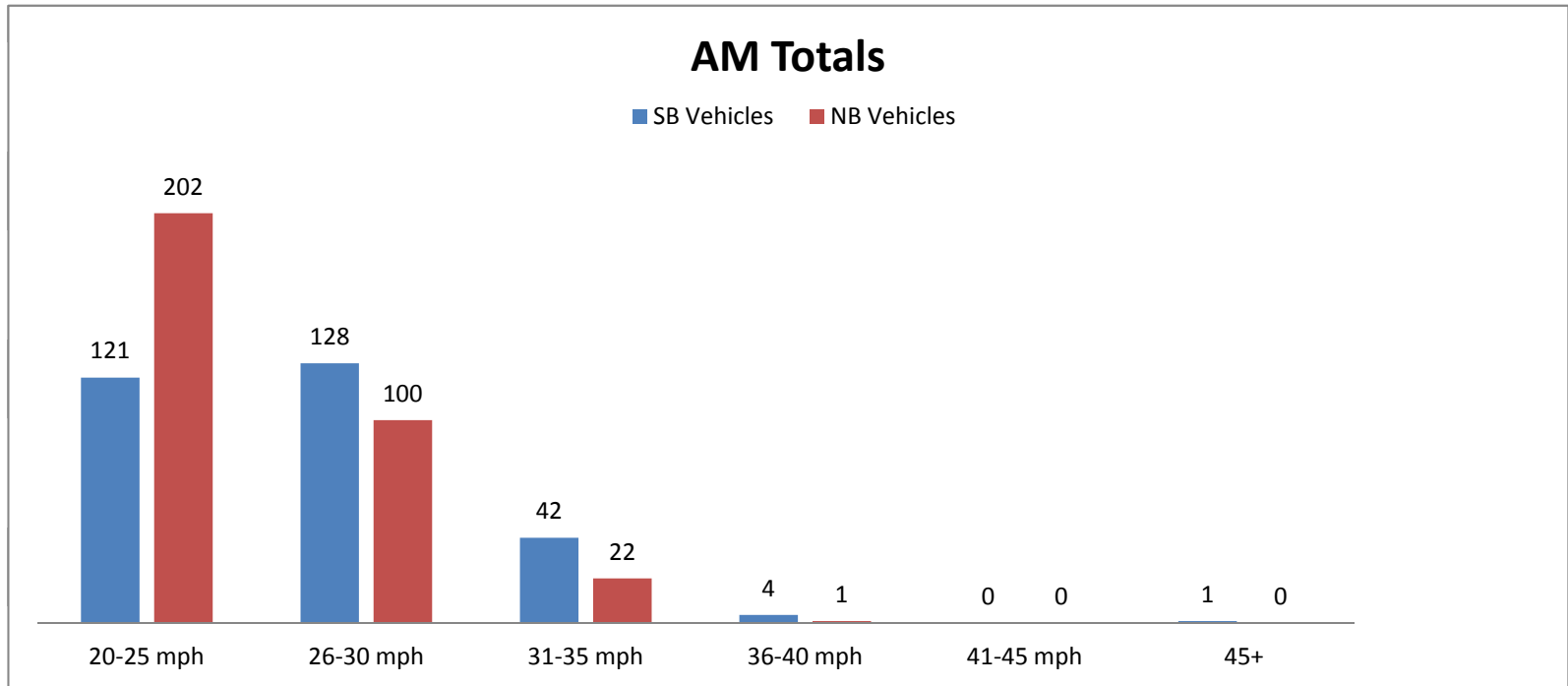
Speed Range	20-25 mph	26-30 mph	31-35 mph	36-40 mph	41-45 mph	45+
SB	90	123	42	4		1
NB	176	95	21	1		
# of Citations Issued	1					



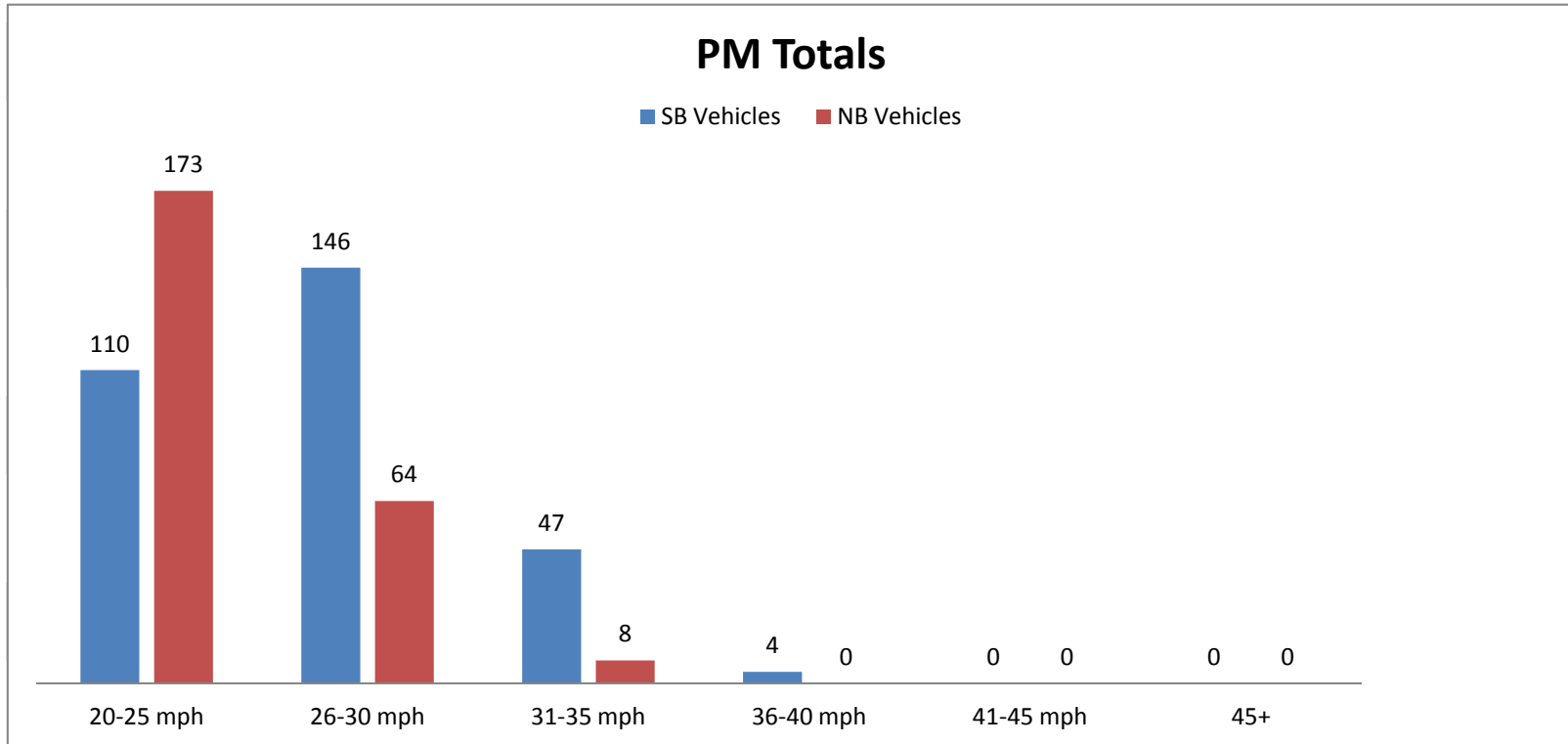
Speed Range	20-25 mph	26-30 mph	31-35 mph	36-40 mph	41-45 mph	45+
SB Vehicles	31	5				
NB Vehicles	26	5	1			
# of Citations Issued	0					



Speed Range	20-25 mph	26-30 mph	31-35 mph	36-40 mph	41-45 mph	45+
SB Vehicles	121	128	42	4	0	1
NB Vehicles	202	100	22	1	0	0
Citations	1					

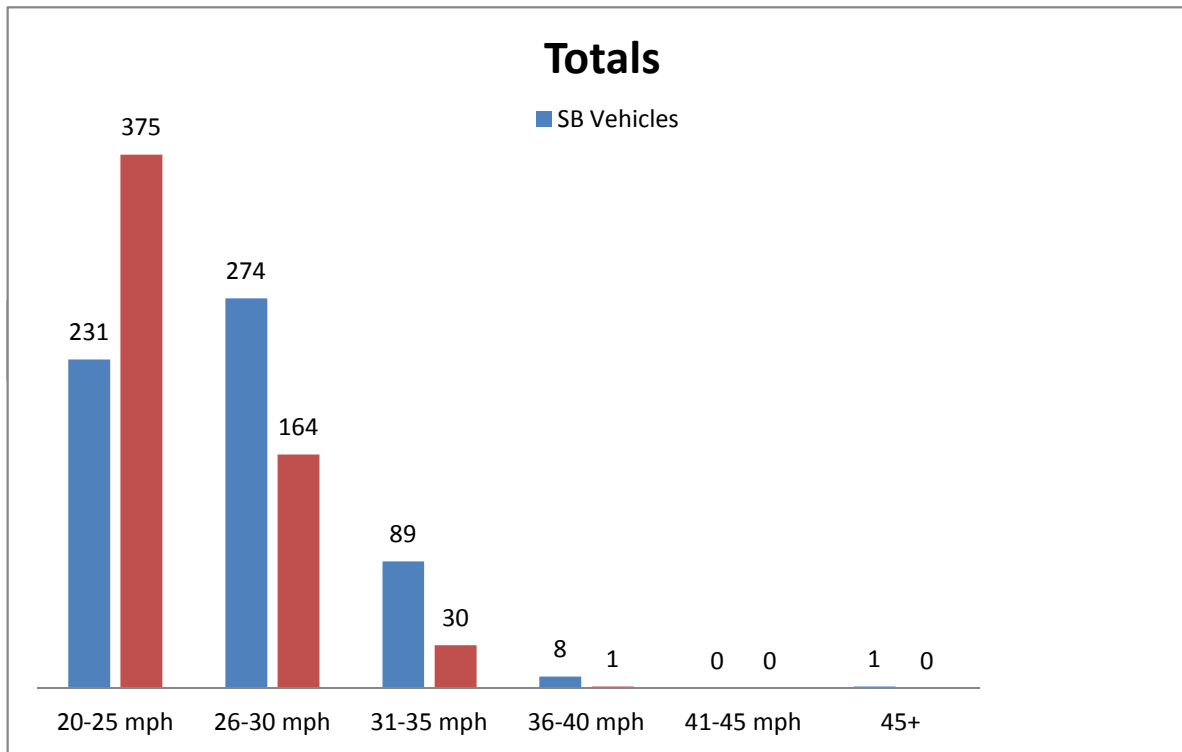


Speed Range	20-25 mph	26-30 mph	31-35 mph	36-40 mph	41-45 mph	45+
SB Vehicles	110	146	47	4	0	0
NB Vehicles	173	64	8	0	0	0
Citations	0					



Speed Range	20-25 mph	26-30 mph	31-35 mph	36-40 mph	41-45 mph	45+
SB Vehicles	231	274	89	8	0	1
NB Vehicles	375	164	30	1	0	0

Citations 1 16 observation periods total 371 minutes in observation
Average of 23 mins./period



M-F AM	Sat-Sun AM	M-F PM	Sat-Sun PM	
16				
20				
		10		
20		30		
20				
20				
30				
		30		
		30		
		20		
20				
20				
	30			
	30			
			25	
166	60	120	25	371

16 total observation periods

23 min per period

RESOLUTION NUMBER _____-13

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY
UNDER THE ILLINOIS HIGHWAY CODE**

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

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to execute the Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code to perform certain improvements consisting of street repair, street sweeping, salt, snow removal and other appurtenant work.

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

Section One. That the Village of East Dundee adopts and approves and the Village Clerk be and she is hereby authorized and directed to sign the Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code to perform certain improvements to various Village Streets, a copy of which Resolution is attached hereto and made a part hereof.

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

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

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

Adopted this _____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

Approved by me this _____ day of _____, 2013.

LAEL MILLER, Village President

Published in pamphlet form this _____ day of _____, 2013, under the authority of the President and Board of Trustees.

ATTEST:

HEATHER MAIERITSCH, Village Clerk

Recorded in the Village Records on _____, 2013.



BE IT RESOLVED, by the President & Board of Trustees of the
(Council or President and Board of Trustees)
Village East Dundee of East Dundee, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$107,563.25 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2013
(Date)
to December 31, 2013.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal 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 the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Heather Maieritsch Clerk in and for the Village
(City, Town or Village)
of East Dundee, County of Kane & Cook

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Presidents and Board of Trustees at a meeting on _____
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Village _____ Clerk
(City, Town or Village)

Approved

Date
Department of Transportation

Regional Engineer



Period from 01/01/2013 to 12/31/2013

Section Number 13 - 00000 - 00 - GM

Municipality Village of East Dundee

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
Street Sweeping	IIA	Labor	Hrs	200	28.61	\$5,722.00	5,722.00
		Sweeper	Hrs	190	56.34	\$10,704.60	10,704.60
		Truck (16500 LB GVW)	Hrs	10	23.79	\$ 237.90	237.90
		Loader (99hp)	Hrs	5	46.79	\$ 233.95	233.95
		Light Truck	Hrs	5	11.63	\$ 58.15	58.15
Catch Basin Repair & Cleaning	IIA	Labor	Hrs	300	26.99	\$8,097.00	8,097.00
		Sewer Equ (6 Cu. yrds.)	Hrs	300	23.75	\$7,125.00	7,125.00
		Light Truck	Hrs	35	11.63	\$ 407.05	407.05
Snow & Ice Removal	IIA	Labor	Hrs	400	26.99	\$10,796.00	10,796.00
		Trucks (33000 Lb GVW)	Hrs	120	33.99	\$4,078.80	4,078.80
		Spreader	Hrs	120	4.45	\$ 534.00	534.00
		Plow	Hrs	120	10.51	\$1,261.20	1,261.20
		Trucks (53200 Lb GVW)	Hrs	240	46.49	\$11,157.60	11,157.60
		Spreader	Hrs	240	4.45	\$1,068.00	1,068.00
		Plow	Hrs	240	10.51	\$2,522.40	2,522.40
		Light Truck	Hrs	30	11.63	\$ 348.90	348.90
		Plow	Hrs	30	10.51	\$ 315.30	315.30
		Loader (99hp)	Hrs	10	46.79	\$ 467.90	467.90
Salt (State Purchase)	I	Salt	Tons	450	59.87	\$26,941.50	26,941.50
Street Repair	IIA	Labor	Hrs	400	26.99	\$10,796.00	10,796.00
		Loader (99hp)	hrs	10	46.79	\$ 467.90	467.90
		Trucks (33000 Lb GVW)	Hrs	90	33.99	\$3,059.10	3,059.10
		Light Truck	Hrs	100	11.63	\$1,163.00	1,163.00
Total Day Labor Costs						\$107,563.25	
Total Estimated Maintenance Operation Cost							\$107,563.25
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$107,563.25

Submitted: _____ Date _____ Approved: _____ Date _____
 By: _____ Title **Public Works** _____ Title **Regional Engineer**
 Municipal Official

Submit Four (4) Copies to Regional Engineer