

Village of East Dundee  
PRESIDENT AND BOARD OF TRUSTEES  
Committee of the Whole  
Monday, February 11, 2013  
06:00 PM

Call to Order

Roll Call

Public Participation

Old Business

New Business

[A. Renewal of Economic Development Contract](#)

B. Water Lines and Hydrants for Council Hill and Lakewood Estates Area

[C. Business Grant for the Downtown Area to Procure Businesses](#)

D. Electric Aggregation

E. Public Works Vehicle

F. Development of a Downtown Business Development District

[G. Facade Program Report](#)

[H. Retainer Agreement for Gardiner Koch Weisberg & Wrona](#)

Reports: Village Administrator and Staff

Reports: Village Attorney

Reports: Village President

Reports: Village Trustees

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.

Adjournment

# Main Street Development Consulting

202 N. Main

Mt. Carroll, IL 61053

815.541.4379

Email: doug\_bergren@yahoo.com

December 31, 2012

To: Robert J. Skurla, Village Administrator  
Jerald Bartels & Village Board of East Dundee, IL

From: Doug Bergren  
Economic Development Consultant  
East Dundee, IL

Reference: Projects and Economic Development efforts for 2013 and goals beyond

## **Palumbo TIF:**

A redevelopment agreement has been signed for a water line to be installed along Christina Drive running through Terra Business Park. This will complete the "loop" for the water system for the Village. Construction will begin after January 1.

## **7 Hills Medical:**

The second largest home medical provider in Illinois has consolidated their operations from Huntley and West Dundee with the purchase of the Fox Valley Mortgage building at 455 E. Main Street. At this date, a pharmacy has signed a lease agreement with the clinic, and after a 60 day remodeling effort, will open. The Village will benefit from the 1% sales tax generated from pharmacy sales.

## **GAT Guns:**

A \$5.5 million bond was approved for the indoor rifle range and retail sales floor addition for GAT Guns. Construction is proceeding as of this time. Completion is slated to be by the end of February, in time for their manufacturer's show March 23 & 24.

## **Properties south of McGraw:**

GAT Guns, Torco, Pampered Pets, the Steinland Property (Blue Flame Group), MAS Accounting, and the Gauvin and Leadin properties have all been annexed along with easement access for Village improvements.

## **Gardiner Place and River Haven Place Housing Projects:**

Construction began this past summer for the age-restricted Gardiner Place midrise apartment building and the Veteran-preferred duplexes of River Haven. As all of the land would not be needed for housing, the Village agreed to buy a 3 acre parcel as a location for the new fire station. A TIF revenue bond was issued, and after the bond payment, the Village will have a \$42,600 surplus. The duplexes will be ready for occupancy by the end of February, 2013, and the midrise will be ready by April.

## **Door Creek Construction & Evercore Products:**

Looking for an Illinois location, Door Creek Construction from Monoma, Wisconsin and Evercore Products have located in the Subway outlot building at River Valley Square Mall next to the housing jobsite. Evercore Products is the source of the building materials for which sales tax will be charged. With both projects, sales tax revenue will total \$428,382. When other construction projects buy their materials through Evercore Products, East Dundee will be the point of sale and will be able to collect the appropriate sales taxes.

### **Discount Grocery Outlet:**

Although Discount Grocery Outlet has moved from their original location due to conflicts with the storefront owner, at this time, is looking to relocate in the former Summit School building with more square footage, so he can expand his product line and his storage space. He also intends to collect food that can be donated and used by the area's food pantries.

### **Insurance Auto Auction:**

Thirty five (35) acres of the Prairie Materials Property in Cook County is in the process of being purchased by IAA. IAA is a company which sells by auction, autos involved in accidents and deemed "totaled" by their respective insurance companies. A separate TIF District has been put in place, as the company will need assistance when it gets its first Cook County property tax bill. A \$10 transfer fee will be assessed on each auto purchased. When up and running, the company figures 25,000 cars a year will be sold.

### **Facade Improvement Program:**

The Façade Improvement Program has had more inquiries and requests for involvement than we had imagined. Made to Measure, Van's Custard, Motl Accounting, Pampered Pets, J.D. Byrider, Mentha Dental Office, and Dundee Chevrolet are all taking advantage. Businesses that have shown an interest include Superior Car Credit, Main Auto Sales, and Dundee Auto Repair.

### **WalMart:**

WalMart informed the Village that it will be leaving East Dundee by Spring of 2014. The store's owner does not believe it as they have said this on two previous occasions. He told us to contact him in a year. As far as loss of sales tax revenue is concerned, with the annexation of GAT Guns and its expansion, along with the new Thornton's Gas Station/convenience store will more than make up for Walmart's loss.

### **Al Piemonte's Dundee Chevrolet:**

All of GM's Chevy Dealerships have been mandated to renovate their facades as per corporate design. A bond was issued for the renovation and expansion costs. About 10-15 more FTE will be added.

### **New Fire Station, Police Dept. remodeling, Village Hall expansion:**

After construction of East Dundee's new Fire Station is completed, and when the downtown Fire Station is vacated, the Police Department will take over the old Fire Station and Village Hall will expand into the Police Department's former space.

### **Made to Measure, 302 E. Main:**

Early in January of this year, Made to Measure came to the Village with a proposal to buy the building at 302 E. Main, with the goal of moving its equipment and being operational by the end of October. A Redevelopment Agreement was signed at the end of January and their goal of being moved has been met. Made to Measure is taking advantage of the Façade Improvement Program and TIF.

### **Van's Custard:**

Mr. Richard VanAcker has purchased Richard Calendo's building that used to house Fernando's Restaurant. Mr. VanAcker has redone the exterior of the building for it to be as historically accurate as possible. The interior has been totally renovated for his ice cream/hamburger shop. He is currently looking to buy the 3 parking spots in front of his building to be converted for outdoor dining.

### **525 E. Main St:**

The former Spring Hill Ford property was just sold and the large Quonset building on the lot is slated to be taken down. The sale and development of this very visible location will be high on our lists to become productive again.

**Summit School:**

The school is in the process of being purchased by Jim Bergman, the developer of Gardiner Place and River Haven. Renovation costs are being finalized at this time for offices to be used by the Township. There are plans to use the large rooms upstairs by a non-profit art school, and Discount Grocery will eventually locate in the gymnasium and the swimming pool area. As the cost of classroom conversion is high, efforts are being made to augment the cost to help newly discharged female veterans. Failing that, less expensive conversion for offices will be done.

**Downtown East Dundee:**

With the assistance of Mr. Tom Roeser and Otto Homes, some downtown properties of East Dundee are slowly becoming renovated. Mr. Roeser has purchased the site of the old Dundee Lumberyard, with an option to purchase the rest of the yard. Mr. Roeser has convinced Mrs. DeLoris Doederlein to donate her barn near the Depot to the Village, and he would donate his property adjacent with the understanding to improve Meier Street. Otto Homes has moved the house at 319 Meier over to allow expansion of Diamond Jim's, and is in the process of renovating 320 River St. There is already an occupant waiting for 320 River to be completed. Further development of downtown is being planned as the Board of Trustees has seen.

**Recycle Campus:**

A recycle/transfer station was proposed to the Village by Plote for a facility to be built and located north of Highway 72 on Commonwealth Drive. South of Highway 72, a construction waste recycle yard is being planned.

# Main Street Development Consulting

202 N. Main

Mt. Carroll, IL 61053

815-541-4379

email: doug\_bergren@yahoo.com

February 4, 2013

To: President Jerry Bartels and  
East Dundee Village Board

Mr. Robert Skurla  
Village Administrator  
East Dundee, IL 60118

From: Doug Bergren  
Economic Development Consultant  
East Dundee, IL

Reference: Renewal of contract for 2013

Dear President Bartels, Mr. Skurla, and Village Board of Trustees:

As you can see by the report of last year's activities, many things have been accomplished, and many more are still in progress. The attached list of projects has begun or will soon begin, and I would like to a part of their completion. Although all of them are very important, the most challenging will be the

- IAA project,
- Recycle Campus,
- Downtown Redevelopment, and for the coming year, I would like to
- visit each business and answer any questions regarding Village projects or objectives.

Please keep in mind that there are no "add on" costs to the Village in fringe benefits, withholding taxes or employer's contribution for retirement funding, etc. I consider it a privilege and honor to work for the Village of East Dundee, and would like to continue to serve the Village as your Economic Development Consultant.

Sincerely,

Doug Bergren

# Main Street Development Consulting

202 N. Main

Mt. Carroll, IL 61053

815.541.4379

Email: doug\_bergren@yahoo.com

## CONSULTING AGREEMENT

THIS AGREEMENT entered into between the Village of East Dundee, Illinois, herein referred to as "Village." and Doug Bergren of Main Street Development Consulting, herein referred to "MSDC."

### RECITALS

A. Village desires to engage MSDC to implement the Village's economic development goals, including, but not limited to:

- Job growth and retention
- Expansion and diversification of tax base
- Façade Grant Program
- Improvement of the quality of life

B. MSDC shall provide oversight and supervision of the services to be provided under this Agreement.

C. MSDC will provide oral reports of progress of new developments or potential developments at Village Board meetings.

D. MSDC shall provide, on average for any four week period, not less than twenty (20) hours of service per week to the Village of East Dundee.

### AGREEMENT

NOW, THEREFORE, based upon the terms and conditions herein set forth, the parties agree as follows:

1. The Recitals as hereinabove set forth are a part of this Agreement and enforceable as such.
2. The scope of the work to be provided by MSDC shall be as follows:
  - In cooperation with the Village, develop a diversified approach to identifying, contacting and recruiting potential retailers and developers to East Dundee. This would include continuous creation and refinement of lists of potential/preferred users and developers,

contacting same through telephone, on-site visits, mail, email, or other means; preparation of reports as to reasons potential retailers/developers may not want to locate to East Dundee; and preparation of recommendations as to initiatives that would address the reasons and concerns as indicated by said potential/preferred retailers/developers.

- Work with other units of local government in pursuing regional economic development goals and objectives
- Respond to business location and expansion inquiries and act as liaison between potential business developers and various public and private entities involved in the business development process.
- Provide information on utilities, taxes, zoning, transportation, community services, financing tools, and any other information relevant to parties interested in economic development.
- Provide updated information for the maintenance of an economic development website and data base.
- Establish and maintain a collaborative working relationship with State, regional, and local economic development organizations.
- Make representations to boards, committees and civic groups.
- Ensure potential development activities are appropriately entered into and tracked within the Village's internal systems and processes. Ensure development topics are placed on the appropriate agendas, that explanatory materials are developed and provided for meetings and an appropriate and effective presentation of such materials is made.
- Submit monthly activity sheets and prepare annual reports regarding economic development activities and accomplishments.

3. Village shall provide:

- All base data and graphics developed to date in electronic and "hard" form.
- Access to other professional staff and contractors working for the Village.
- Letters/emails of introduction to all current businesses, property owners and potential developers of the Village.

- Address and phone/email connection with the Village's offices.
- Listing of all past and current business leads and developers.
- Weekly meetings with the Village Administrator and related Village staff/contractors.

4. Village shall pay MSDC the sum of \$4000 per month for work performed by MSDC during the term of this Agreement. The total fees charged to the Village during the term of this Agreement shall not exceed the sum of \$48,000 in a twelve (12) month period unless agreed to in writing by both parties. Payments shall be made bimonthly upon receipt of activity sheets for the period being billed.

5. Village shall provide MSDC office space for meetings in the Village of East Dundee. Village shall also provide access to fax, copying services, and the internet at said office.

6. Village shall reimburse MSDC for extraordinary expenditures during the term of this Agreement including travel and lodging for work performed outside of the Village if these expenses have been pre-approved by the Village in writing.

7. This Agreement shall commence March 1<sup>st</sup>, 2013, and terminate Feb. 28, 2014. Village may terminate this Agreement upon giving MSDC ten days written notice by Certified Mail, Return Receipt Requested. In the event of such termination, Village shall pay MSDC for all services performed prior to date of termination, plus reasonable termination costs to organize MSDC's files and any reasonable expenses incurred by MSDC to coordinate efforts with another party.

8. All services performed by MSDC under the terms of this Agreement shall be as an independent contractor, MSDC or any of its representatives are not to be considered employees of the Village for any purpose.

9. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding except in writing and signed by a duly-authorized representative of both parties to this Agreement.

10. This Agreement shall not be assigned by either parties without the prior written consent of the other party, which consent may be withheld in the parties' sole discretion.

11. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this agreement.

Date: \_\_\_\_\_ Village of East Dundee \_\_\_\_\_

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



# VILLAGE OF EAST DUNDEE

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

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## Village of East Dundee DOWNTOWN RETAIL & RESTAURANT BUSINESS GRANT PROGRAM January 2013

### DESCRIPTION OF PROGRAM

The Retail & Restaurant Business Grant Program (“Program”) is sponsored by the Village of East Dundee for the purpose of strengthening retail business activity in the Downtown Business District (“Downtown”), by attracting new retail and restaurant businesses as well as to assist existing retail and restaurant businesses.

Grants available under the Program at any particular time are subject to the then available funding as budgeted from time to time by the Village of East Dundee within the Downtown TIF and or BDD Fund.

### PROGRAM PROCEDURES

Business owners desiring to apply for a grant under the Program should obtain the description of the Program and a grant application form either on the Village of East Dundee website at [www.eastdundee.net](http://www.eastdundee.net) or from Village Hall. Questions concerning the details of the Program, or how to complete the grant application, should be directed to Mr. Doug Bergren, Economic Development Coordinator, at [dbergren@eastdundee.net](mailto:dbergren@eastdundee.net) or (847) 428-2822. Completed applications should be delivered to Village Hall, addressed to the attention of the Economic Development Coordinator.

Applications for grants under the Program are reviewed by a three-person committee (“Selection Committee”) consisting of:

Economic Development Coordinator or designee;

Village Manager or designee; and

Village President or designee.

Grant award decisions made by the Selection Committee shall be made by majority vote taken at a meeting with all members of the Selection Committee in attendance or by unanimous written consent. The Village Manager will direct the Economic Development Consultant to prepare the documents to present the recommendation to the Village Board for final action. Only a supermajority of the Village Board may overturn a recommendation of the Selection Committee. Only the Village Board has the right to modify or waive terms and conditions of the Program to accommodate special circumstances involved with a particular grant application.

An approved grant will be effectuated by Village staff, based on procedures to be established by Village staff. Applicants awarded grants shall adhere to such procedures, and shall provide appropriate documentation, as prescribed by Village staff and established procedures to satisfy terms of the Program.



# VILLAGE OF EAST DUNDEE

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Failure by an applicant, with respect to an approved grant, to abide by the terms and conditions of the Program or for the specific grant as approved may result in forfeiture of the funding for the grant, at the discretion of the Selection Committee.

## ELIGIBILITY FOR GRANTS

### In General

Only one grant will be awarded per business for each physical location and/or expansion project. A minimum of five (5) years is required between grant awards for a business and for a physical location.

### Business Location and Operation

- (a) A business must be located or locating within the boundaries of the Downtown TIF.
- (b) Existing businesses in the Downtown TIF Area with economic expansion plans within the Downtown TIF Area are eligible to apply.
- (c) Businesses currently located in the Village of East Dundee, but are outside of the Downtown TIF Area, are eligible for a grant only if opening an additional location within the Downtown TIF Area that does not impact their existing location.
- (d) All businesses applying for a grant under the Program must execute a lease including a first floor retail or restaurant space on a public street within the Downtown TIF Area, of at least a five (5) year duration.
- (e) All businesses applying for a grant must submit applications prior to the opening or commencement of the retail or restaurant project.
- (f) All businesses approved for a grant must open for business or have completed their expansion project within six (6) months from the date of grant approval by the Village Board.
- (g) Each business owner who receives a grant must submit to the Economic Development Consultant or his designee, copies of all of its monthly sales tax returns filed within the three (3) year period following the date of opening or commencement of the retail growth initiative of the business.

### Retail & Restaurant Businesses

To be eligible for a grant under the Program, a business must offer merchandise and/or food to the public, the sale or providing of which is subject to sales tax ("Retail Sales"), and from which the revenue derived constitutes the majority of the revenue of the business.

Pursuant to the preceding paragraph, professional and medical offices, salons and other service businesses are



# VILLAGE OF EAST DUNDEE

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not eligible for grants under the Program.

Notwithstanding the preceding two paragraphs, businesses that include Retail and/or Food & Beverage Sales as a complementary use to a primary use other than a Retail or Restaurant business may be considered for a grant under the Program, at the Selection Committee's discretion, if the Selection Committee determines that a Retail or Restaurant use is a significant financial component of the overall business.

## CRITERIA FOR APPROVAL OF GRANTS

There are several criteria which the Selection Committee will consider for recommending (to the Village Board) approval of grants under the Program. The Selection Committee will give weight to each criterion as it determines to be appropriate in the context of each application. Applications will be reviewed and evaluated as to:

- (a) The anticipated contributions by the business to the collection of tax proceeds by the Village of East Dundee.
- (b) The other tangible benefits projected to be provided by the business to the Downtown TIF Area, including job creation and overall business activity.
- (c) The extent to which the business is considered to be complementary to the overall business environment of the Downtown Area.
- (d) The extent to which the business is thought to add to or enhance the mix of retail merchants in the Downtown Area.
- (e) The viability of the submitted business plan, assessing the combination of financial feasibility, product and market knowledge, and growth potential.

## AMOUNTS AND PAYMENT OF GRANTS

Grants will be awarded in amounts of up to \$10,000, the amount to be based on the Village reimbursing fifty percent (50%) of Qualifying Expenditures incurred for the project approved by the Village Board. For example, Qualifying Expenditures of \$20,000 must be submitted to obtain a maximum possible grant of \$10,000.

“Qualifying Expenditures” are defined for purposes of the Program as costs of

- Property acquisition;
- Rehabilitation or renovation of existing public or private buildings;
- Job retraining programs;
- Relocation;



# VILLAGE OF EAST DUNDEE

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- Financing costs, including interest assistance;
- Studies, surveys, and plans;
- Professional services, such as architectural, engineering, legal, property marketing, and financial planning;
- Demolition and site preparation;

Notwithstanding anything herein to the contrary, for purposes of determining the maximum amount for reimbursement of Qualifying Expenditures, costs of the grant award may not exceed fifty percent (50%) of the total amount of all Qualifying Expenditures for which reimbursement is made.

Examples of items which will not be considered as Qualifying Expenditures for purposes of the Program include rent, signs, production equipment, payroll, day-to-day operational costs (e.g. utilities, taxes, maintenance, refuse collection, etc), and inventory/product. In-kind services, donated services, and/or labor costs will also not be considered as Qualifying Expenditures.

All Qualifying Expenditures serving as the basis for an approved grant under the Program must have been actually incurred within six (6) months after the date of approval of the grant, and evidenced by an appropriate invoice or receipt satisfactorily indicating payment of the expenses. Documentation for Qualifying Expenditures, enabling payment to the applicant of an approved grant, must be submitted no later than seven (7) months after the date of approval of the grant.

## REQUIREMENTS FOR COMPLETION OF APPLICATIONS

All applications must be submitted using the application form attached as Appendix A.

All applications must be accompanied by a business plan, addressing as many matters as possible as set forth in the Business Plan Outline attached as Appendix B. The business plan shall identify planned expenditures for grant funds if awarded. A business plan submitted with an application may not exceed sixteen (16) double spaced pages (including exhibits). Applicants will retain all rights to their business plans regarding their use at all times. Applications and supporting documentation presented to the Village may be subject to the Freedom of Information Act.

The Selection Committee may request a personal interview, at which the applicant may be requested to present and review the applicant's business plan. An applicant may be required to submit a personal financial statement or other documents as requested.

In some instances, at the Selection Committee's discretion, approval may be contingent upon a written lease from a landlord and the applicant.



# VILLAGE OF EAST DUNDEE

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Village of East Dundee  
DOWNTOWN RETAIL & RESTAURANT  
BUSINESS GRANT PROGRAM  
January 2013

## Appendix A – Application Form

### Business Information

Business Name: \_\_\_\_\_

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

Business Telephone Number: \_\_\_\_\_

Business E-mail Address: \_\_\_\_\_

Business Website (if applicable): \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_

Anticipated Date Opening or Completing initiative: \_\_\_\_\_

### Individual Applicant Information

Applicant Name: \_\_\_\_\_

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

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Applicant Telephone Number: \_\_\_\_\_

Applicant E-mail Address: \_\_\_\_\_



# VILLAGE OF EAST DUNDEE

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## Individual Applicant Information (continued)

Name of Co-Applicant: (if applicable): \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### References (three required):

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

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

Co-Applicant Signature(if applicable): \_\_\_\_\_

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



# VILLAGE OF EAST DUNDEE

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## Village of East Dundee DOWNTOWN RETAIL & RESTAURANT BUSINESS GRANT PROGRAM

### Appendix B - Business Plan Outline

The Business plan submitted with the Grant Application should include details for as many of the following items as possible. The accuracy and completeness of the Business Plan will be evaluated as a significant aspect of the overall grant application.

1. Description of your business and industry
  - a. Your business
  - b. The industry and its history
2. Features and advantages of your product
  - a. Description
  - b. Competitive advantage
  - c. Proprietary position
  - d. Future potential
3. Market research and analysis
  - a. Definition of your customers and markets
  - b. Market size and trends
  - c. Competition
4. Estimated market share and sales
  - a. Market plan
  - b. Market strategy
  - c. Pricing
  - d. Sales tactics
  - e. Service and warranty policies
  - f. Advertising, public relations and promotions



# VILLAGE OF EAST DUNDEE

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## Appendix B - Business Plan Outline (continued)

### 5. Design and development plans

- a. Development status and tasks
- b. Difficulties and risks
- c. Costs

### 6. Operation plans

- a. Business location
- b. Facilities and improvements
- c. Strategy and plans
- d. Labor force

### 7. Management team

- a. Key management personnel (credentials/resume)
- b. Management assistance and training needs

### 8. Overall schedule

- a. Timing of critical activities before opening (e.g. company incorporation, signed lease, suppliers ordered, employees hired, opening date)
- b. Timing of critical activities after opening, (e.g. expansion, product/service extension)

### 9. Critical risks and problems (how will you respond?)

- a. Price cutting by competitors
- b. Unfavorable industry-wide trends
- c. Operating cost overestimates
- d. Low sales
- e. Difficulties obtaining inventory or supplies
- f. Difficulty in obtaining credit
- g. Lack of trained labor

### 10. Financial plan

- a. Profit and loss forecasts for 3 years (first year monthly)
- b. Cash flow projections for 3 years
- c. Pro forma balance sheet at start-up, semi-annually in first year and at the end of 3 years



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## Village of East Dundee DOWNTOWN RETAIL & RESTAURANT BUSINESS GRANT PROGRAM January 2013

### Appendix C – Expenditures

#### Example of Acceptable Expenditures

“Qualifying Expenditures” are defined for purposes of the Program as costs of:

- Property acquisition;
- Rehabilitation or renovation of existing public or private buildings;
- Construction of public works or improvements;
- Job retraining programs;
- Relocation;
- Financing costs, including interest assistance;
- Studies, surveys, and plans;
- Professional services, such as architectural, engineering, legal, property marketing, and financial planning;
- Demolition and site preparation;

Notwithstanding anything herein to the contrary, for purposes of determining the maximum amount for reimbursement of Qualifying Expenditures, costs of build out of space may not exceed fifty percent (50%) of the total amount of all Qualifying Expenditures for which reimbursement is made.

#### Example of Non-Acceptable Expenditures

Examples of items which will not be considered as Qualifying Expenditures for purposes of the Program include:

##### Rent

All Village fees including, but not limited to, fees, licenses, deposits or other charges

##### Signs

Production equipment Payroll Day-to-day operational costs (e.g. utilities, taxes, maintenance)

Refuse collection Inventory/product



# VILLAGE OF EAST DUNDEE

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## Village of East Dundee DOWNTOWN RETAIL & RESTAURANT BUSINESS GRANT PROGRAM January 2013

### Appendix D – Terms and Conditions

1. The business must be located within the Village of East Dundee's Downtown TIF boundaries (see attached map). An existing business in East Dundee that is outside of the TIF boundaries would not be eligible for funds unless it was opening an additional location in the Village of East Dundee Downtown TIF Area boundaries.
2. Businesses that are thought to add to or enhance the business mix of the Downtown East Dundee area will be favored.
3. The criteria for evaluation will be the feasibility of the business plan. An applicant may be required to submit a personal financial statement. A successful business plan will be the one that conveys the most promising combination of financial feasibility, product and market knowledge, growth potential, job creation and financial need.
4. Applicants to the Retail & Restaurant Business Grant Program must have a minimum three-year lease in a first floor retail location along a public street. In some instances, at the Selection Committee's discretion, approval may be contingent upon a written lease from a landlord and the applicant.
5. The grant application and business plan are not to exceed 16 double-spaced pages, including exhibits.
6. Each applicant will retain all rights to the business plan regarding its use at all times.
7. The Selection Committee may request a personal interview and/or the proposal business plan to be presented as part of the review process.
8. All businesses must submit applications and complete review by the Selection Committee prior to the opening of the business in the TIF area. A new or expanding business either must open for business or have expanded their business within nine months from the date of grant approval.
9. All eligible expenditures will be matched by the Village of East Dundee at 50% of costs as designated by an appropriate receipt or invoice. Therefore, overall costs may be submitted up to \$20,000 within twelve months after registering the business with the Village of East Dundee or approval of the Retail & Restaurant Business Grant if the business is already registered.
10. Only one grant shall be awarded per business for each location and/or expansion, in the Downtown TIF Area.



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## Appendix D – Terms and Conditions ( Continued )

11. Failure to abide by the grant terms and conditions will result in forfeiture of Business Grant Program funding, at the discretion of the Selection Committee.

12. An applicant who is rejected by the Selection Committee will have the option of appealing directly to the Village Board.

13. The East Dundee Village Board has the right to amend or waive program terms and conditions to accommodate special circumstances.

NOTE: PLEASE DIRECT QUESTIONS TO:

Doug Bergren: 847-428-2822 or [dbergren@eastdundee.net](mailto:dbergren@eastdundee.net)



# VILLAGE OF EAST DUNDEE

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

## Downtown Tax Increment Financing Boundary





**RETAINER AGREEMENT**

January 31, 2013

[rskurla@eastdundee.net](mailto:rskurla@eastdundee.net)

Robert J. Skurla  
Village Administrator  
Village of East Dundee  
120 Barrington Rd.  
East Dundee, IL 60118

Dear Mr. Skula:

This letter will confirm that the Village of East Dundee has retained Gardiner Koch Weisberg & Wrona to represent you in connection with the matter of *Village of East Dundee v. Village of Carpentersville*, Case Number 2013 CH 230.

My regular hourly rate is \$400.00, but for municipal clients of Kathleen Field Orr, I agree to reduce my rate to \$200 per hour for my work and the work of other lawyers in our firm. You will be billed for the time spent on your case, which includes, but in no way is limited to, consultations and meetings, telephone calls, correspondence, court proceedings, document preparation, negotiation and litigation. Our office also employs law clerks who provide routine, non-legal functions at the hourly rate of \$95.00 which will help economize your legal costs. In addition to hourly expenses, you will also be responsible for paying any out-of-pocket expenses, such as court costs, court reporter fees, messenger services, witness fees, copying and mailing expenses, computerized legal research and all other reasonable costs. If our hourly rates change at any time during our representation, the change will be reflected on our bills. Gardiner Koch Weisberg & Wrona allows its clients to use credit cards for paying retainers and fees. Because we are charged for accepting credit cards, we pass that charge along to clients at the rate of 2.34 percent.

We will provide you with detailed monthly billing statements, which we expect you to review and pay promptly.

During the representation, we will supply you with copies of all substantive documents, including but not limited to correspondence, recorded documents and court and any filings with governmental bodies or agencies. We suggest that you store these documents so that you will be able to retrieve them as needed. After the matter is closed, you may obtain additional copies from us at our standard photocopying charges. Because of storage space constraints, we cannot hold your files indefinitely. Therefore, you agree that we may destroy your file at any time after five (5) years after the matter is closed.

[www.gkwwlaw.com](http://www.gkwwlaw.com)

53 West Jackson Blvd., Suite 950 | Chicago, Illinois 60604 | Tel 312.362.0000 Fax 312.362.0440

1700 Park St., Suite 102 | Naperville, Illinois 60563 | Tel 630.579.0635 Fax 630.579.0638

N1204 State Road 120 | Lake Geneva, Wisconsin 53147 | Tel 262.745.6425 Fax 312.362.0440

Of Counsel:

California Office: Oswald & Yap, 16148 Sand Canyon Ave., Irvine, California 92618

You also agree that our firm can place on its website information pertaining to your case without disclosing your municipality's identity as long as a disclosure of such information does not violate any confidentiality agreement with plaintiff.

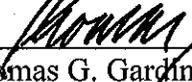
The law imposes duties on parties (and potential parties) to lawsuits to preserve information that may become evidence in the suit. Please be advised that you have an obligation to preserve all documents (including electronically stored information) in your possession, custody or control relating to the Engagement. This obligation requires you to preserve all documents, letters, e-mails, security videos, logs, notes, and other evidence (whether in hard copy or electronic format) in your possession, custody or control. This obligation precludes you from altering electronic documents (including alterations to the metadata which can occur by simply opening electronic documents) and also requires you to suspend any systems that automatically purge or destroy e-mails or other electronic documents in the ordinary course. This obligation applies despite any regulatory or self-regulatory record retention requirements that would otherwise permit destruction of such documents and information. You are obligated to communicate these obligations to your agents and employees that may be in the possession of documents or information relating to the engagement.

Please sign below, indicating that you have read this letter in its entirety, understand its provisions and agree to its terms. Once you have signed the Agreement, please mail back the original to me along with the retainer. The copy is for your records.

I look forward to representing you.

Very truly yours,

GARDINER KOCH WEISBERG & WRONA

By:   
Thomas G. Gardiner

Village of East Dundee

BY: \_\_\_\_\_  
Robert J. Skurla  
Village Administrator

\_\_\_\_\_ Date