

Village of East Dundee  
PRESIDENT AND BOARD OF TRUSTEES  
Committee of the Whole  
Monday, January 27, 2014  
04:00 PM

Call to Order

Roll Call

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

Old Business

New Business

[A. Resolution Authorizing and Approving the Contract Between Doug Bergren of Main Street Consulting and the Village of East Dundee](#)

[B. Resolution Authorizing an Agreement for Planning Services Between the Village of East Dundee and Vandewalle & Associates, Inc.](#)

[C. Community Events Presentation](#)

D. Village Newsletter

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.

Public Comment - Please keep comments to 5 minutes or less

Adjournment

# Main Street Development Consulting

202 N. Main St.

Mt. Carroll, IL 61053

email: doug\_bergren@yahoo.com

January 2, 2014

To: President Lael Miller and  
East Dundee Village Board

Mr. Robert Skurla  
Village Administrator  
East Dundee, IL 60118

From: Doug Bergren  
Economic Development Consultant  
East Dundee, IL 60118

Reference: Renewal of contract for 2014

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

As you can see by the report of this past 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 be a part of their completion. Although all of them are very important, the most challenging will be:

- IAA & Adesa Projects
- Recycle Campus
- Downtown Redevelopment including a viable Farmer's "French" Market
- Continued use of the Façade Grant Program

Because I spend in excess of \$140 per week in gasoline, I would like for the Village to allocate a "travel allowance" of \$500 per month. Also, because of the people I meet, it would be beneficial to have a membership to the Anvil Club to conduct business in a congenial atmosphere.

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 St.

Mt. Carroll, IL 61053

email: doug\_bergren@yahoo.com

January 2, 2014

To: President Lael Miller & Village Board of East Dundee, IL  
Robert J. Skurla, Village Administrator

From: Doug Bergren  
Economic Development Consultant  
East Dundee, IL

Reference: Projects and Economic Development efforts for 2014 and goals beyond

## **Projects Completed:**

### **Palumbo TIF:**

The “looped” water line for the Village water system has been completed. Utilizing TIF funds, it was constructed at no cost to the residents of the Village.

### **7 Hills Medical:**

The medical clinic is up and running (including Tri-Care for Veterans), and as of this year, the pharmacy has been licensed and is operational.

### **GAT Guns:**

In 2012, GAT Guns embarked on a large expansion program with the assistance of the Village. At last report, with the addition of the indoor rifle ranges and additional pistol ranges, business has almost doubled providing the Village with additional sales and amusement taxes.

### **Properties south of McGraw:**

Annexation was completed for GAT Guns, Premier Banquets (Torco), Sierra Studios, Pampered Pets, Steinland Property (Blue Flame Energy Group), MAS Accounting, and the Gauvin and Leadin properties. Blue Flame Energy Group is currently taking advantage of the Façade Grant Program for exterior and parking lot improvements. Premier Banquets would like to install a commercial kitchen to open a restaurant and serve its banquet operations.

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

East Dundee’s largest project this past year, both facilities were completed in the spring, and the Grand Opening was held this past summer. River Haven is the first housing project in Illinois that is Veteran’s Preferred. Construction of the new fire station has also begun, with completion set the summer of 2014.

### **J.D. Byrider Dealership:**

With Village assistance, Zeburg-Brown Dundee, LLC purchased the vacated Saturn property and after extensive renovation, has opened for business. This new business has created 20-25 FT jobs, with a \$1,000,000 payroll.

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

Exterior and interior renovation has been completed this past fall, and Van's has opened for business. Mr. Richard VanAcker has commented that Van's worse day here in East Dundee was better than his best day in Carpentersville. Van's is utilizing East Dundee's Façade Grant Program.

### **525 E. Main Street:**

The former Spring Hill property has had the large Quonset building removed and the lot has been improved with a fence at the northern boundary, and is for sale.

### **In The Neighborhood Deli (Meet Market)**

At 310 River Street, Mr. Tom Roeser renovated the storefront for a small delicatessen. He has leased the building to a business with a location in Elgin, and expanded to East Dundee.

### **Projects In Progress:**

#### **Discount Grocery Outlet:**

Although Discount Grocery Outlet has moved from their former location due to conflicts with the storefront owner, Mr. Fred Thompson has found a better location across the street in the former Taylor Rental building. With this larger square footage, 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:**

Forty (40) 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.

#### **Walmart:**

Walmart has informed the Village that it will be leaving East Dundee for Carpentersville by Spring of 2014. It does not appear that this is happening. The store's lease expires at the end of January, 2017, and the company would have to buy out the lease if it moves before then. As far as the loss of sales tax revenue is concerned, with the annexation of GAT Guns and its expansion, along with the sales tax revenue generated by 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 redevelopment agreement was issued for the renovation and expansion costs. About 10-15 more FTE will be added.

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

After construction of East Dundee's new Fire Station is completed (summer,2014), and when the downtown Fire Station is vacated, the Police Department will take over the old Fire Station (winter 2014/2015), and Village Hall will expand into the Police Department's former space (winter 2015/2016).

#### **Summit School:**

Summit School is in the process of being remodeled for totally new uses. It will be "condoed" with part of the second floor being utilized by CAKE (Culture of Africa for Kids Everywhere). CAKE will also take over the gymnasium and swimming pool area on the first floor for use as a banquet facility. The first floor and part of the second floor has been renovated as per the needs of the Dundee Township for its offices. The Township moved in this past autumn. The former classrooms along Main Street will be made into offices.

### **Downtown East Dundee:**

With the assistance of Mr. Tom Roeser and Otto Homes, downtown properties of East Dundee are slowly being renovated. Mr. Roeser has purchased the site of the old Dundee Lumberyard, with an option to purchase the rest of the yard. Mr. Roeser 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 has renovated 320 River St. which is already occupied. Mr. Roeser has also purchased the Anvil Club and is currently renovating the entire premises, inside and out. The brilliant marketing guru, Karen Blair, has been hired to market the downtown businesses and events as well as other businesses in the Village.

### **Blue Flame Energy Group:**

Utilizing the Façade Program Grant, Blue Flame Energy (owners of the Steinland mini mall), is currently improving the exterior of their property, and improving the parking lot with new lighting.

### **Leverage Point Media, 111 Water Street:**

Another Façade Program participant, Mr. Jim O'Dea has purchased the building he was leasing and has plans to remodel the exterior so the architecture is closer to the surrounding buildings. Parking lot improvement and lighting is also included in his plans.

### **Partial Census for Gardiner Place and River Haven:**

An application and deposit has been made with the Census Bureau for a partial census to take place. An estimate of increased population for 325 was included. With the per capita amount now at \$136.00, the additional income for the Village will be in excess of \$44,000.

### **Projects in the Immediate Future:**

#### **Adesa Auto Auction:**

About eighty (80) acres of Prairie Materials Property adjacent to Palumbo's Terra Business Park just north of Route 72, is being considered for purchase by Adesa to give them better access to the Chicago market. Adesa is a wholesale auction service that sells fully functional used cars.

The company predicts that when fully operational, it will sell 250,000 cars per year. There will also be a \$10 transfer fee with each car sold.

#### **River Valley Square Grocery:**

A gentleman wanting to locate a small grocery store and adjacent video gaming lounge will be locating in the former location of the Discount Grocery Store. As of this writing, he has obtained his liquor licenses for both operations.

#### **Bootlegger's Speakeasy, 100-102 N. River Street:**

At the site of the former Pour House, a buyer is purchasing the building with plans to open a restaurant and pub. The new owner has over 20 years of experience in the restaurant business, and this establishment will be a welcome addition to East Dundee's Culinary District. Renovation is slated to take place the first quarter of 2014, with a proposed opening April or May.

#### **Bandito Barney's:**

Mr. Roger Shelton, owner of Bandito Barney's, has plans to invest over \$1.1 million for expansion and improvements. Buying the house behind, he plans to put a new kitchen there, will renovate the upstairs into a large room capable of a capacity of 200, and make substantial improvements to his outdoor beer garden. Mr. Shelton will utilize the Façade Grant Program and TIF for this project.

### **Spring Hill Ford:**

Ford may compel Spring Hill Ford to make improvements inside and out as per their corporate guidelines, much like Chevrolet is with Dundee Chevrolet. Mr. Randy Kalin has asked the Village for participation.

### **Taylor Rental Building:**

JAS Express has purchased the former Taylor Rental Building at 220 Dundee Ave. The buildings in back will be used for cargo transfer, and the building facing the street will house the Discount Grocery Store.

### **F.R.E.D. (Friends Revitalizing & Energizing Dundee) Community Development Corp.**

President Miller and Village Administrator Robert Skurla has asked Karen Blair and me to look into the possibility of establishing a local Community Development Corporation.

### **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 along with a compost area.

### **Downtown Convenience Store**

207 Barrington Avenue, also owned by Mr. Tom Roeser, and is currently being used as a workshop and storage for his downtown projects has an interested party considering opening a Convenience Store there.

### **Expanding the Downtown Farmer's Market into a "French" Market**

To create a true "Farmer's Market," area farmers who exhibit and sell at surrounding Farmer's Markets, will be approached and asked to set up in downtown East Dundee on Sundays. This is still in the planning stages. Downtown restaurants have been approached to shop locally for their produce and to promote their week's purchases on their menus.

**RESOLUTION NUMBER \_\_-14**

**A RESOLUTION AUTHORIZING AND APPROVING THE CONTRACT BETWEEN DOUG BERGREN OF MAIN STREET CONSULTING AND THE VILLAGE OF EAST DUNDEE**

**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 authorize and approve professional services with Doug Bergren of Main Street Consulting for professional services for economic development efforts from March 1<sup>st</sup> 2014 through February 28<sup>th</sup>, 2015.

**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 hereby approves and the President be and he is authorized and directed to sign and the Village Clerk is directed to attest to the Professional Services proposal with Doug Bergren of Main Street Consulting for professional services for economic development efforts, from March 1<sup>st</sup> 2014 through February 28<sup>th</sup>, 2015, a copy of which agreement is attached hereto and made a part hereof.

**Section Two. 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 \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

AYES:

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

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

\_\_\_\_\_

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
LAEL MILLER, President

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2014, under the authority of the President and Board of Trustees.

**ATTEST:**

\_\_\_\_\_  
HEATHER MAIERITSCH, Village Clerk

Recorded in the Village Records on \_\_\_\_\_, 2014.



# 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 page on the Village website.
- 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 bi-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.
- 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 fees charged to the Village during the term of this Agreement shall be the sum of \$48,000 in a twelve (12) month period unless agreed to in writing by both parties. Plus, the Village agrees to pay a \$500 per month travel allowance to partially offset fuel costs. 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>, 2014, and terminate Feb. 28, 2015. 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.

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 party 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 \_\_\_\_\_

Resolution No. \_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT FOR PLANNING SERVICES  
BETWEEN THE VILLAGE OF EAST DUNDEE  
AND VANDEWALLE & ASSOCIATES, INC.**

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

**WHEREAS**, the Village obtained and reviewed a proposal from Vandewalle & Associates, Inc. for professional planning services to the Village Board, other Village boards and committees and Village staff; and,

**WHEREAS**, the President and Board of Trustees of the Village of East Dundee find that it is in the best interests of the Village to accept the proposal for planning services from Vandewalle & Associates.

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

**Section 1:** That the *AGREEMENT FOR CURRENT PLANNING SERVICES* dated January 20, 2014 for a two year term, which is attached hereto and made a part hereof by reference as Exhibit A, between Vandewalle & Associates, Inc. and the Village be and is hereby approved and Village Administrator is hereby authorized to execute said agreement on behalf of the Village.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Lael Miller, Village President

Attest: \_\_\_\_\_  
Heather Maieritsch, Village Clerk



# VANDEWALLE & ASSOCIATES INC.

January 20, 2014

Bob Skurla, Village Administrator  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, IL 60118

**RE:** On-call Planning Services Contract for 2014-2015

Dear Bob:

Attached is a contract for the continuation of on-call planning services. Per your request, the contract does not obligate the Village to any specific amount of services or minimum fees, but merely provides a “menu of services” that Vandewalle & Associates can perform at your request and under your direction. Further, as you are aware, our work assisting developers and processing development applications can be passed onto the applicants if the Village so desires, and we will continue to track and report our time and expenses on a project-by-project basis so all charges can be fairly divided between them. In addition, for projects that may involve a significant amount of work (such as the establishment of a BDD, zoning code amendment, data assembly and analysis, etc.) we will provide a specific work order with a defined scope and budget for your approval. As we have discussed, the term of the agreement is for two years during which time rates for all current staff will be held constant, and I will continue to direct work to the most qualified staff with the lowest billing rates.

The last two years have been incredibly busy and productive as summarized on the attached. The number of specific business and development opportunities now being brought to the Village is impressive, with 2014 looking to be the year in which the community’s many plans will really begin to come to fruition. We appreciate your confidence in us and look forward to working with you, the Board, and Planning and Zoning Commission. As always, we will continue to be highly responsive to all of your needs and will make our work in East Dundee a top priority. Thank you for your consideration and please do not hesitate to let me know if you have any questions about the attached.

Sincerely,

**VANDEWALLE & ASSOCIATES, INC.**

E. Scott Harrington, AICP  
Principal Planner

## 2012 and 2013 Work Summaries

### 2012 Work Summary

- Assisted with the agreements, text amendments, rezoning, and creation of a new TIF related to the south Rte. 25 annexation area
- Provided final review and approval of the River Haven project
- Created TIF for the IAA project
- Rezoning to expand the Terra Business Park
- Updated and advanced the downtown plan to leverage new private investment and jump start implementation
- Fully engaged with Tom Roeser concerning property acquisition and reuse

### 2013 Work Summary

#### *Downtown Implementation & Vision Management*

- Helped manage the Depot Square improvement phasing and sequencing
- Facilitated meetings with the Welcome Center Committee concerning redesign of Depot Square
- Met with property/business owners around Depot Square to discuss its redesign
- Led effort with Tom Roeser and developer for proposed apartment project on Doederlein property
- Assisted in Rakow property acquisition discussions and prepared reuse concept for Test Kitchen
- Participated in monument company relocation discussion and possible involvement of Park District in advancing the Parkway Plan
- Helped negotiate lease terms and development agreement for Doederlein property parking lot
- Provided convenient store retail market analysis
- Prepared RFP for Brew Pub/Winery/Micro-distillery on former Barrington Ave. lumberyard site
- Created inventory of downtown property owners and current uses for the purpose of marketing available space

#### *Culinary District*

- Convened and facilitated Culinary District Team and managed work plan
- Created Dundee Culinary District concept
- Prepared Dundee Culinary District Whitepaper
- Developed Entrée Program elements
- Developed 1-page description for outreach to culinary/hospitality schools
- Presented Culinary District concept to Village Board
- Initiated development of Culinary District brand and marketing concept
- Researched potential tenants and partnerships for Culinary District
- Identified priority business targets for Culinary District and downtown storefronts

#### *Current Planning/ Zoning*

- Coordinated Fire Station PUD amendment
- Prepared code amendments for solid waste facilities
- Participated in discussions and prepared draft code amendments for Pete's Towing
- Prepared Permitted Use Table code amendment to simplify use and understanding of requirements



# VANDEWALLE & ASSOCIATES INC.

January 20, 2014

## **Agreement for Current Planning Services**

THIS AGREEMENT is made and entered into by and between the “Client” Village of East Dundee, Illinois (an Illinois municipal corporation), and the “Consultant” VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm.

### **Article I     Scope of Work**

- A. As directed by the Village, VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:
1. Provide general planning guidance and assistance to the Village Board, other Village boards and committees, and Village staff.
  2. Prepare Planning and Zoning Commission, and Village Board related staff reports.
  3. Attend Planning and Zoning Commission meetings and other related public meetings and hearings. When appropriate, VANDEWALLE & ASSOCIATES will make presentations at these meetings.
  4. Review, analyze, and write reports on site plans, subdivision plats, zoning requests, special use permits, planned unit developments, annexation petitions, and other related petitions to determine their conformance with Village Ordinances and adopted Plans and Policies.
  5. Meet with property owners and developers to explain Village plans and codes and assist them with preparing projects and applications that meet Village requirements. VANDEWALLE & ASSOCIATES will be available to meet with developers and petitioners as directed by the Client. In order to achieve maximum cost-effectiveness, these meetings will be held on the same day as other meetings that VANDEWALLE & ASSOCIATES will be attending, where possible. Additional meetings will be arranged by the

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax  
342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax

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

Shaping places, shaping change



Village if necessary. At its discretion, the Client can pass on the meeting costs to the applicant.

6. Complete any necessary community speaking engagements.
  7. Provide expert witness testimony on an as-needed basis.
  8. Review existing community development related ordinances, including but not limited to the Village's Zoning Ordinance, Subdivision Ordinance, sign regulations, site plan standards and landscaping standards. Where deemed necessary by the Client, VANDEWALLE & ASSOCIATES will make recommendations, in memorandum form, regarding revisions needed to make the existing codes and ordinances more effective in achieving a high-quality development pattern. Requests for time intensive ordinance and map amendments are beyond the scope of this contract and will be completed under a separate contract. (See Article I.B.)
  9. Provide information related to interpretation of the Village's Zoning and Subdivision Codes.
  10. Review and make recommendations for changes to the Comprehensive Plan and detailed area plans, where appropriate.
  11. Assist the Client in preparing updates of existing Plans and Studies. Significant Plan updates and revisions will be completed as separate contract projects. (See Article I.B.)
  12. Work with Village staff to prepare various community development related grant applications.
  13. Collect and analyze data, attend meetings and participation in conference calls, and prepare reports, maps, graphics, and other materials in support of various Village economic development and marketing initiatives.
  14. Evaluate the feasibility of creating new or expanded Tax Increment Finance Districts, Business Development Districts, and other special taxing districts, and prepare required studies, documents and related materials for review, adoption and implementation.
- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order".
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

## **Article II Client's Responsibilities**

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, ordinances, and development applications needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be the Village Administrator.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

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Name	Title
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Name	Title
------	-------

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products; such as Microsoft Word and Excel, and Adobe Acrobat and Illustrator. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.
- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the

event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

### **Article III Estimated Schedule**

- A. Services in this Agreement shall commence from January 01, 2014, and be in through December 31, 2015, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

### **Article IV Costs and Payment**

- A. All work will be completed on a time and materials basis, at the direction of Client. There is no fixed budget for this project. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One, with the rates for all current staff to remain the same through December 31, 2015; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.

### **Article V Termination**

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.

- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

## **Article VI Intellectual Property; Confidentiality**

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement. Upon termination of this Agreement, by either party, Client agrees to pay in full for Services rendered and expenses incurred up to the date of termination; VANDEWALLE & ASSOCIATES shall then provide to Client all Work Product developed or produced by VANDEWALLE & ASSOCIATES, pursuant to this Agreement, up to date of termination.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party, other than those parties designated by Client or VANDEWALLE & ASSOCIATES as being involved in activities related to this Agreement, or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information

relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

## **Article VII Miscellaneous Provisions**

- A. Illinois law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. Client and VANDEWALLE & ASSOCIATES agree to indemnify, defend and hold one another, their agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees) to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are directly caused by either's gross negligence.
- E. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- F. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to Client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of

or related to this Agreement, regardless of the basis of the claim.

VANDEWALLE & ASSOCIATES shall provide professional liability insurance coverage, naming Client as an additional insured, beginning with the commencement of the performance of the services under this Agreement and continuing until the date of completion of the services to be provided by VANDEWALLE & ASSOCIATES, in the amount of 1 Million Dollars, and shall, upon demand of Client, exhibit to Client a copy of the Certificate of Insurance for that coverage.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

**Village of East Dundee**

By:

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Signature of Authorized Representative	Date
Printed Name	Title

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**VANDEWALLE & ASSOCIATES, INC.**

By:

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Brian Vandewalle, President	Date
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## **ATTACHMENT ONE**

### **FEE SCHEDULE**

	<u>Hourly Rates</u>
Company President	\$195 to \$250
Principal	\$120 to \$220
Associate	\$70 to \$120
Assistant	\$60 to \$80
Cartographer	\$60 to \$80
Communications Specialist	\$60 to \$85
Project Assistant	\$35 to \$65

**Village Marketing/Community Events Presentation  
January 27, 2014 – Committee of the Whole - 4pm**

2014 Strategy – “Revitalize and Enhance”

Marketing Plan:

Define your Market

Location, Demographics, Potential Reach

Define your Product

Assets, Benefits

Identify Attributes

Business/ Industrial, Parks, Library, Sporting Clubs, Churches,  
Community Organizations/Groups, VIP/Community Leaders,  
Neighboring Communities

*Now that we know WHO we are...*

Marketing Plan Implementation

Creating Relationships

Utilizing Local Partnerships built on strengths.

Promote Community

Creation of Events Calendar – there are a **thousand** ideas!

Utilizing Existing Promotional Tools and local talent.

Creation of Discover Dundee as a “third” place.

Introducing Traditional Media and Social Media.

It DOES take a Village –

Sponsorships

Community Organizations

Use of a 501c3 Foundation

*Now that we have your attention and you are here...*

Use of Informational Packets and Brochure. *Live here, Not there!*

Support Economic Activity and Development – *GROW Here!*

Competition for Business Interest – *We are unique!*

The important, vital, and crucial role in the Marketing Plan...

As a resident

As a business owner

As a Village Trustee