

EAST DUNDEE

PRESIDENT AND BOARD OF TRUSTEES

Special Meeting

Monday, June 26, 2023

6:00 PM

East Dundee Police Station, 2nd Floor Meeting Room

115 E. 3rd Street, East Dundee, IL 60118

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Regular Village Board Meeting Minutes Dated May 1, 2023](#)
 - b. [Motion to Accept the Warrants Lists in the Amounts of \\$61,161.99, \\$645,000.26, \\$12,782.67, and \\$305,236.86](#)
 - c. [Motion to Approve a Resolution Approving an Independent Contractor Agreement between the Village of East Dundee and Hughes Environmental Consulting, Inc. for Wastewater Operator Services](#)
 - d. [Motion to Approve an Ordinance Authorizing the Transfer of a Class E-4 Liquor License](#)
 - e. [Motion to Approve an Amendment to Ordinance No. 23-17 Authorizing Execution of a Real Estate Sale Agreement and Purchase of Real Property \(Northwest Corner of Van Buren Street and Maiden Lane, East Dundee, Illinois\)](#)
 - f. [Motion to Approve an Ordinance Amending Village Code Section 10.06 Fiscal Year to Begin on the First Day of January](#)
 - g. [Motion to Approve a Resolution Authorizing an Agreement with Pete's A Towing](#)
 - h. [Motion to Approve a Resolution Approving a Contract Agreement between the Village of East Dundee and DebtBook for Lease Debt and Lease Management Software](#)
6. Other Agenda Items
 - a. [Motion to Approve an Ordinance Amending the Number of Video Gaming Licenses \(Speedway\)](#)

- b. [Motion to Approve an Ordinance Granting a Special Use Permit Allowing Biochar Operations as Described in Section 157.065\(A\)\(1\)\(L\)\(3\), Located at 569 Rock Road Drive, East Dundee, IL 60118 \(Pin 03-25-200-015\) in the M-2 Limited Manufacturing District](#)
- c. [Motion to Approve a Resolution Approving an Agreement between The Village of East Dundee, Illinois and Axon Enterprises for Body Worn Cameras, Vehicle Cameras and Associated Software](#)
- d. [Discussion Involving Compliance with the Illinois Lead Service Line Replacement and Notification Act \(ILSLRNA\) and Direction on Funding Options for the Future Replacement of Lead Service Lines in East Dundee](#)
- e. [Motion to Approve a Resolution Approving an Agreement between The Village of East Dundee, Illinois and Clark Hill for Labor and Employment Law Services](#)

7. Village President and Board Reports

8. Staff Reports

9. Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.

10. Adjournment

CALL TO ORDER

President Lynam calls to order the Village of East Dundee Regular Village Board Meeting at 6:00 p.m.

ADMINISTRATION OF THE OATH OF OFFICE

- a. **Trustee Kathleen Mahony**
- b. **Trustee Scott Kunze**
- c. **Trustee Richard W. Treiber III**
- d. **Trustee Andrew A. Sauder**

Trustees Mahony, Kunze and Sauder were sworn in by Clerk Diehl. Trustee Treiber was not present.

ROLL CALL:

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

Also in attendance: Village Administrator Erika Storlie, Chief of Police Jim Kruger, Director of Public Works Phil Cotter, Building Inspector Chris Ranieri, Superintendent of Operations Gregg Goetz, Village Engineer Joe Heinz, Attorney Kelley Gandurski and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT:

DeLoris Doederlein – Resident of East Dundee

Doederlein encouraged the Village to continue to host a Flag Day event at The Depot.

Tina Anton and Loren Rattner – Owners of River Street Tavern, 102 N. River St., East Dundee

Anton and Rattner addressed the Board with their request to continue outdoor dining again this year in the 4 parking spaces located in front of their restaurant.

CONSENT AGENDA:

- a. **Motion to Approve the Regular Village Board Meeting Minutes Dated April 5, 2023**
- b. **Motion to Accept the Warrants Lists in the Amounts of \$459,098.58 and \$427,023.66**

Motion to approve consent agenda by Mahony/Brittin.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Saviano and Sauder. Nays – 0. Absent – 1 - Treiber. Motion carries.

OTHER AGENDA ITEMS:

- a. **Gregg Goetz 20 Years of Service Recognition**

Superintendent of Operations Gregg Goetz was recognized for 20 years of dedicated service and commitment to the Village of East Dundee.

- b. **Motion to Approve an Ordinance Amending the Number of Class A Liquor Licenses (Club Copa Cabana)**

Motion to Table an Ordinance Amending the Number of Class A Liquor Licenses by Brittin/Mahony.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Saviano and Sauder. Nays – 0. Present – 1 - Treiber. Absent – 0. Motion carries.

c. Motion to Approve an Ordinance Authorizing Renewal of Aggregation Program for Electrical Load

Motion to Approve an Ordinance Authorizing Renewal of Aggregation Program for Electrical Load by Mahony/Brittin.

Discussion:

A representative of NEMIC (Northern Illinois Municipal Electric Collaborative) gave an electrical aggregation program presentation to the Village Board. He explained that residents currently using ComEd as their power supplier are automatically opted into the program. Residents can opt out at any time at no cost and with no penalty.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Saviano and Sauder. Nays – 0. Present – 1 - Treiber. Absent – 0. Motion carries.

d. Discussion and Direction on a Temporary Structure for Aliano's Ristorante

AJ Singh, Representative for new owners of Aliano's, addressed the Board with a request for a continuation of the temporary outdoor structure. He explained that the main reason is that it is a substantial cost to build a permanent structure due to a significant custom engineering component. He advised that a realistic timeline for a permanent structure would be between 12 to 18 months. Building Inspector Ranieri stated that the Fire Marshall indicated that if the temporary structure is to continue, an alarm system network for fire and carbon monoxide would need to be added to that section of the facility. He advised that the structure is inspected twice a year. Administrator Storlie recommended approval of the temporary structure for a timeline of one year or less. There was consensus of the Board for this. This item will be placed on the May 15 meeting agenda for approval.

e. Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Engineering Services Agreement with Baxter & Woodman Consulting Engineers for a Sanitary Sewer Condition Assessment in an Amount not-to-exceed \$42,800

Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Engineering Services Agreement with Baxter & Woodman Consulting Engineers for a Sanitary Sewer Condition Assessment in an Amount not-to-exceed \$42,800 by Sauder/Saviano.

Discussion:

Director of Public Works Cotter explained the inflow & infiltration study of the Village's sanitary sewer system for the Flats neighborhood and downtown area. The objective is to identify how much stormwater is making its way into the sanitary sewer system. Excessive amounts could result in backups to homes and businesses. Smoke testing will be conducted by injecting a non-toxic smoke product into the sanitary system. This will identify where possible points of stormwater are getting into the system and will need to be addressed.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Saviano and Sauder. Nays – 0. Present – 1 - Treiber. Absent – 0. Motion carries.

f. Discussion and Direction Regarding the Future Staffing of The Depot

Administrator Storlie asked for the Board's feedback on the options presented in the meeting packet for staffing of the Depot from now until the end of the year. She advised that active construction to the Depot restrooms will occur between the Oktoberfest and Dickens in Dundee events. Therefore, staffing may not be

possible during this time. Bill Zelsdorf, who currently staffs the Depot, addressed the Board with the request to staff the Depot Sunday through Friday from 10 am-3 pm and Saturday from 9 am-3 pm. He also requested that the staffing continue through the end of October, which is the end of the Saturday Market season. There was consensus of the Board to staff the Depot with the proposed schedule by Zelsdorf with a rate of pay of \$13 per hour. Administrator Storlie advised that porta potties will be onsite during the restroom renovations and that the Depot Market can continue through the end of its season with no indoor use. She also advised that no point of sales will be conducted at the Depot anymore.

g. Motion to Approve a Resolution Approving an Amendment to the Agreement with Synagro Central LLC for the Hauling and Land Application of Biosolids

Motion to Approve a Resolution Approving an Amendment to the Agreement with Synagro Central LLC for the Hauling and Land Application of Biosolids by Brittin/Sauder.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Saviano and Sauder. Nays – 0. Present – 1 - Treiber. Absent – 0. Motion carries.

- h. Motion to Approve an Ordinance Amending Chapter 111 of the Village of East Dundee Village Code to Amend the Massage Establishments and Services, General Provisions and Licensing Provisions to Allow Salons and Spas to Provide Massage Services as an Accessory Use**
- i. Motion to Approve an Ordinance Amending Section 157.050 of the Village of East Dundee Village Code Allowable Uses Table to Allow Massage Establishments and Massage Services as a Special Use and to Allow Accessory Use Massage Services Exceptions as a Permitted Use in the B-1, B-2, and B-3 Business Districts**

Motion to Approve an Ordinance Amending Chapter 111 of the Village of East Dundee Village Code to Amend the Massage Establishments and Services, General Provisions and Licensing Provisions to Allow Salons and Spas to Provide Massage Services as an Accessory Use and to Approve an Ordinance Amending Section 157.050 of the Village of East Dundee Village Code Allowable Uses Table to Allow Massage Establishments and Massage Services as a Special Use and to Allow Accessory Use Massage Services Exceptions as a Permitted Use in the B-1, B-2, and B-3 Business Districts by Mahony/Brittin.

Discussion:

Administrator Storlie stated that the Village would like to allow legitimate businesses a clear path but also protect the Village against questionable businesses or those that don't have the Village's best interests in mind. Attorney Gandurski advised that she attended the Planning and Zoning meeting where this item was heard and the discussion was that massage was to be a part of the business as an accessory use, not as the main source of business. Applicants John and Carol Hayes advised that they recently obtained the Water Street property space after renting space at several locations previously. Mrs. Hayes stated that she offers several services by appointment only such as nutrition counseling, reiki, vibrational sound healing and massage. There was discussion to add a stipulation to Village Code Section 111.02 (b) and (c) that the massage accessory use is not to exceed 50 percent of the point of sales and/or square footage of the floor plan. Administrator Storlie suggested that the ordinance be approved as written and the Planning and Zoning Commission discuss the concept of primary and secondary use definitions. The Village Board agreed with this suggestion.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Saviano and Sauder. Nays – 0. Present – 1 - Treiber. Absent – 0. Motion carries.

- j. Motion to Authorize the Village Administrator to Execute a Change Order in the Amount of \$41,836.05 to the Contract with Plote Homes, LLC that was Approved on October 17, 2022 for the Replacement of All Windows in the Village Hall and Other Interior Improvements**

Motion to Authorize the Village Administrator to Execute a Change Order in the Amount of \$41,836.05 to the Contract with Plote Homes, LLC that was Approved on October 17, 2022 for the Replacement of All Windows in the Village Hall and Other Interior Improvements by Kunze/Sauder.

Roll: Ayes – 5 – Mahony, Kunze, Brittin, Saviano and Sauder. Nays – 0. Present – 1 - Treiber. Absent – 0. Motion carries.

- k. Discussion and Consideration of Staff's Recommendation of the Selection of Beer/Wine and Food Vendors for the 2023 Event Season**

There was consensus of the Board with staff's recommendations for the selected beer/wine and food vendor assignments. The Board also agreed to allow other vendors to participate, such as a popcorn vendor, so long as it is not in direct competition with a food vendor assigned to that same event.

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Reported that the library contacted him regarding a butterfly garden exhibit they are putting together. They are requesting a \$250 donation from each of the Village's in the township.

Brittin: Advised that a brochure holder will be placed outside of Village Hall for meeting agendas to be available to the public.

Kunze: None

Mahony: Reported that longtime resident Bonnie McConnell passed away. Her husband opened Dundee Animal Hospital and was an East Dundee Trustee. A memorial service is planned for June.

Sauder: Advised that he put a request out to neighbors to see who all would like to join in on having their water tested for lead. A minimum of 10 homes is needed for a group request. He can be contacted by any residents interested in participating.

Saviano: Stated that September is National Suicide Prevention Month and would like to the Village to adopt a Mental Health Awareness Proclamation at that time.

Treiber: None

REPORTS: STAFF

Village Administrator: None

Village Attorney: Advised that her law firm's bi-annual seminar is on May 12 and all are invited.

Police Chief: None

Public Works Director: None

Building Inspector: Reported that Dundee Music will open this Friday.

Finance Director: None

Village Engineer: None

EXECUTIVE SESSION: None

Motion to adjourn the Regular Village Board meeting at 7:58 p.m. by Mahony/Brittin.

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

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ADVANTAGE PLUMBING AND DRAIN, INC					
36977146	PLUMBING SERV IN JAIL CELLS	02/15/2023	356.50		01-21-5121
Total ADVANTAGE PLUMBING AND DRAIN, INC:			356.50		
AT&T					
051323	ATT WATER/SEWER	05/13/2023	618.67		60-33-5320
Total AT&T:			618.67		
B&F CONSTRUCTION CODE SERVICES INC					
17621	INSPECTIONS	05/16/2023	225.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			225.00		
BAXTER AND WOODMAN CONSULTING ENGINEERS					
246700	DESIGN ENG FOR WATER ST W	05/25/2023	2,365.00		34-01-5950
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			2,365.00		
CLARK HILL PLC					
1316763	LEGAL SERV	05/23/2023	8,327.50		01-12-5230
Total CLARK HILL PLC:			8,327.50		
COM ED					
051123	COM ED VH	05/11/2023	261.96		01-31-5510
051123	COM ED STREETS	05/11/2023	150.68		28-01-5510
Total COM ED:			412.64		
COMED					
052423	COM ED STREETS	05/24/2023	2,218.13		28-01-5510
Total COMED:			2,218.13		
CREATIVE PROMOTIONAL APPAREL					
18435 - F	INNER FLEECE JACKET LOGO	05/19/2023	15.00		01-12-5630
Total CREATIVE PROMOTIONAL APPAREL:			15.00		
DIRECT ENERGY					
231370051703	STREET LIGHTS	05/17/2023	197.44		01-31-5510
231370051703	STREET LIGHTS	05/17/2023	20,284.09		60-33-5510
Total DIRECT ENERGY:			20,481.53		
DOLORES VAVRIK					
847000	REFUND OVERPAY FINAL BILL	05/11/2023	103.91		99-00-1005
Total DOLORES VAVRIK:			103.91		
ELROD FRIEDMAN LLP					
043023	PROFESSIONAL SERVICES	04/30/2023	9,128.50		01-12-5230
043023	PW STREETS LEGAL	04/30/2023	59.00		01-31-5230
043023	TIF 4 CHRISTINA DRIVE	04/30/2023	301.50		36-01-5230

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
043023	TIF 3 DOWNTOWN	04/30/2023	4,897.50		39-01-5230
043023	590 HEALY RD	04/30/2023	206.50		85-01-2395
Total ELROD FRIEDMAN LLP:			14,593.00		
HAWKINS, INC.					
6471510	WTP CHEMICALS	05/15/2023	10.00		60-33-5650
Total HAWKINS, INC.:			10.00		
MEYER SIGNS					
10137	ELECTRONIC SIGN REPAIR	05/17/2023	3,064.00		01-31-5290
Total MEYER SIGNS:			3,064.00		
MONROE TRUCK EQUIPMENT					
R80644	TRUCK #33	03/03/2023	1,128.68		01-31-5120
R80644	TRUCK #33	03/03/2023	1,128.68		60-33-5120
Total MONROE TRUCK EQUIPMENT:			2,257.36		
NORTHWESTERN MEDICINE OCCUPATIONAL HEALT					
538797	RANDOM DRUG POOL	04/28/2023	121.00		01-31-5240
538897	RANDOM DRUG POOL	04/28/2023	35.00		01-31-5240
538797	NEW EMPLOYEE SCREENING -	04/28/2023	170.00		60-33-5240
539829	RANDOM DRUG POOL GG	04/28/2023	130.00		60-33-5240
539829	NEW EMPLOYEE SCREENING -	04/28/2023	36.00		60-33-5240
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			492.00		
PRINCIPAL LIFE INSURANCE CO					
051722	ADMIN VIS DENT LIFE	05/17/2022	367.09		01-12-5060
051722	FIN VIS DENT LIFE	05/17/2022	72.61		01-14-5060
051722	PD VIS DENT LIFE	05/17/2022	1,499.83		01-21-5060
051722	BLDG VIS DENT LIFE	05/17/2022	129.83		01-25-5060
051722	PW VIS DENT LIFE	05/17/2022	433.84		01-31-5060
051722	EMP CONT VIS DENT LIFE	05/17/2022	529.12		27-01-2208
051722	COBRA CONT VIS DENT LIFE	05/17/2022	201.96		27-01-2210
051722	W/S VIS DENT LIFE	05/17/2022	551.00		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			3,785.28		
QUADIENT FINANCE USA, INC					
052423	ADMIN POSTAGE	05/24/2023	28.58		01-12-5680
052423	FINANCE POSTAGE	05/24/2023	25.22		01-14-5680
052423	PD POSTAGE INK	05/24/2023	205.70		01-21-5610
052423	BLDG POSTAGE	05/24/2023	34.28		01-25-5680
052423	W/S POSTAGE INK	05/24/2023	106.22		01-31-5610
Total QUADIENT FINANCE USA, INC:			400.00		
RUSH TRUCK CENTERS OF ILLINOIS, INC					
3031437663	SIDE MIRROR FOR 36	03/03/2023	285.00		01-31-5120
Total RUSH TRUCK CENTERS OF ILLINOIS, INC:			285.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
SPRING HILL AUTO BODY					
48300	SQUAD 30	09/22/2022	1,077.15		01-21-5120
Total SPRING HILL AUTO BODY:			1,077.15		
VERIZON WIRELESS					
9934905863	W/WW DIALER MODEMS	05/14/2023	74.32		60-33-5320
Total VERIZON WIRELESS:			74.32		
Grand Totals:			61,161.99		

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.
Invoice.Batch = "FY23"

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AMERICAN LEGAL PUBLISHING CORPORATION					
25373	INTERNET RENEWAL	05/15/2023	495.00		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			495.00		
BAXTER AND WOODMAN CONSULTING ENGINEERS					
246702	DESIGN ENG FOR WATER ST W	05/25/2023	1,925.00		34-01-5950
Total BAXTER AND WOODMAN CONSULTING ENGINEERS:			1,925.00		
BLUE CROSS BLUE SHIELD					
060123	BCBS ADMIN	06/01/2023	6,281.15		01-12-5060
060123	BCBS FIN	06/01/2023	648.93		01-14-5060
060123	BCBS PD	06/01/2023	20,340.99		01-21-5060
060123	BCBS BLDG	06/01/2023	1,760.20		01-25-5060
060123	BCBS PW	06/01/2023	5,437.10		01-31-5060
060123	BCBS EMP CONTRIB	06/01/2023	4,875.71		27-01-2207
060123	BCBS COBRA	06/01/2023	1,946.78		27-01-2210
060123	BCBS RETIREES	06/01/2023	7,074.57		27-01-2210
060123	BCBS WTR/SWR	06/01/2023	6,972.19		60-33-5060
Total BLUE CROSS BLUE SHIELD:			55,337.62		
BONKOSKI LAWN CARE, INC.					
051323	MOW VARIOUS ROW AND VILL	05/15/2023	4,135.00		01-31-5110
051323	MOW - WATER	05/15/2023	810.00		60-33-5110
051323	MOW - WW	05/15/2023	520.00		60-33-5111
Total BONKOSKI LAWN CARE, INC.:			5,465.00		
CINTAS FIRST AID & SAFETY					
4155047605	MATS - VH	05/10/2023	30.17		01-12-5110
4156483730	MATS - VH	05/24/2023	30.17		01-12-5110
4155047627	MATS PD	05/10/2023	49.19		01-21-5121
4156483691	MATS PD	05/24/2023	49.19		01-21-5121
Total CINTAS FIRST AID & SAFETY:			158.72		
CREATIVE PROMOTIONAL APPAREL					
18435	HATS/LOGO	05/19/2023	90.00		01-31-5080
18435	HATS/LOGO	05/19/2023	90.00		60-33-5080
Total CREATIVE PROMOTIONAL APPAREL:			180.00		
DOWN TO EARTH LANDSCAPING					
87147	MULCH	05/23/2023	69.00		01-31-5150
Total DOWN TO EARTH LANDSCAPING:			69.00		
DUNDEE MARATHON					
13160	TT ICE	05/25/2023	6.25		01-37-5631
Total DUNDEE MARATHON:			6.25		
DUNDEE NAPA AUTO PARTS					
446823	TRUCK BATTERY CORE DEP	05/24/2023	18.00-		01-31-5120

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
466812	TRUCK #22 BATTERIES	05/24/2023	147.97		01-31-5120
446823	TRUCK BATTERY CORE DEP	05/24/2023	18.00-		60-33-5120
466812	TRUCK #22 BATTERIES	05/24/2023	147.97		60-33-5130
Total DUNDEE NAPA AUTO PARTS:			259.94		
DW-SERVANT FUND (EAST DUNDEE) LLC					
052523 1	BDD DUNDEE GATEWA	05/25/2023	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
FIRST AMERICAN TITLE INSURANCE CO					
3147498	2&4 N VAN BUREN #3147498	05/18/2023	371,284.00		32-32-5950
Total FIRST AMERICAN TITLE INSURANCE CO:			371,284.00		
GALLS PARENT HOLDINGS, LLC					
24459250	UNIFORM ALLOW. - KM	05/10/2023	68.46		01-21-5080
Total GALLS PARENT HOLDINGS, LLC:			68.46		
GATE OPTIONS					
44080	PW GATE REPAIR	05/26/2023	472.60		01-31-5110
Total GATE OPTIONS:			472.60		
GRAINGER, INC.					
9710716771	CENTRIFUGE BELTS	05/17/2023	253.80		60-33-5131
Total GRAINGER, INC.:			253.80		
HAWKINS, INC.					
6471509	WTP CHEMICALS	05/15/2023	240.00		60-33-5650
6475484	WTP CHEMICALS	05/18/2023	2,736.00		60-33-5650
6474900	WW CHEMICALS	05/03/2023	4,360.30		60-33-5651
Total HAWKINS, INC.:			7,336.30		
HEINZ, GERALD & ASSOC.					
20692A	JACKSON STREET PARKING RF	05/11/2023	4,382.00		01-12-5220
Total HEINZ, GERALD & ASSOC.:			4,382.00		
HELPING HAND IT					
23-42994	IT SERVICES	05/19/2023	1,120.00		01-12-5286
23-43003	IT SERVICES	05/25/2023	210.00		01-12-5286
23-43028	IT SERVICES	05/30/2023	890.00		01-12-5286
Total HELPING HAND IT:			2,220.00		
HENDRICKSON FLYING SERVICE, INC					
2684	SPONGY MOTH AERIAL TREAT	05/26/2023	52,440.00		32-32-5290
Total HENDRICKSON FLYING SERVICE, INC:			52,440.00		
HOME DEPOT					
051223	CONCRETE	05/12/2023	410.92		01-31-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HOME DEPOT:			410.92		
ILLINOIS COUNTIES RISK MANAGEMENT TRUST					
R2-1000551-22	ICRMT ADMIN	12/01/2023	10,679.27		01-12-5520
R2-1000551-22	ICRMT FIN	12/01/2023	8,007.36		01-14-5520
R2-1000551-22	ICRMT PD	12/01/2023	43,628.76		01-21-5520
R2-1000551-22	ICRMT BLDG	12/01/2023	5,339.22		01-25-5520
R2-1000551-22	ICRMT PW	12/01/2023	8,114.40		01-31-5520
R2-1000551-22	ICRMT W/S	12/01/2023	7,727.99		60-33-5520
Total ILLINOIS COUNTIES RISK MANAGEMENT TRUST:			83,497.00		
ILLINOIS COUNTY MANAGEMENT ASSOC.					
051523	MEMEBERSHIP DUES FB	05/15/2023	272.38		01-14-5410
4514	JOB POSTING	05/31/2023	50.00		01-14-5450
Total ILLINOIS COUNTY MANAGEMENT ASSOC.:			322.38		
ILLINOIS PUBLIC RISK FUND					
79374	W/C ADMIN	05/10/2023	779.21		01-12-5520
79374	W/C FIN	05/10/2023	584.41		01-14-5520
79374	W/C PD	05/10/2023	3,183.71		01-21-5520
79374	W/C BLDG	05/10/2023	389.61		01-25-5520
79374	W/C W/S	05/10/2023	592.13		01-31-5520
79374	W/C PW	05/10/2023	562.93		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			6,092.00		
ILMO PRODUCTS COMPANY					
1382760	BREATHALYZER PAPE	05/16/2023	122.85		01-21-5630
Total ILMO PRODUCTS COMPANY:			122.85		
J.G. UNIFORMS, INC					
114540	UNIFORM KL	05/08/2023	269.85		01-21-5080
115674	UNIFORM KL	05/10/2023	61.49		01-21-5080
116262	UNIFORM	05/24/2023	240.00		01-21-5080
Total J.G. UNIFORMS, INC:			571.34		
KANE COUNTY CHIEF'S OF POLICE ASSOCIATIO					
1598	DUES & MEMBERSHIP	05/10/2023	750.00		01-21-5410
Total KANE COUNTY CHIEF'S OF POLICE ASSOCIATIO:			750.00		
LAUDERDALE ELECTRIC, INC.					
9131	STREET LIGHT MAINT	05/22/2023	591.85		01-31-5150
Total LAUDERDALE ELECTRIC, INC.:			591.85		
MAGNUSON, KYLE					
050123	FBI LEEDA TRAINING	05/04/2023	213.88		01-21-5420
Total MAGNUSON, KYLE:			213.88		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
MATT HILE					
1611003	METER RENT DEP REIMB	05/30/2023	212.25		01-09-4820
Total MATT HILE:			212.25		
MCGINTY BROTHERS INC.					
244782	DISEASE CONTROL-XMAS TRE	05/13/2023	140.00		01-31-5190
Total MCGINTY BROTHERS INC.:			140.00		
NORTHEAST MULTI-REGIONAL TRAINING					
325936	TRAINING - JH	05/16/2023	80.00		01-21-5430
Total NORTHEAST MULTI-REGIONAL TRAINING:			80.00		
ORANGE CRUSH					
102079	DISPOSAL ASPHALT	05/16/2023	50.00		01-31-5570
Total ORANGE CRUSH:			50.00		
PADDOCK PUBLICATIONS, INC					
251607	PUBLIC HEARING NOTICE	05/15/2023	52.90		01-21-5450
Total PADDOCK PUBLICATIONS, INC:			52.90		
PINNACLE ENGINEERING GROUP					
20006586	REFUND MONOPOLOY OVERP	05/12/2023	150.00		01-09-4888
Total PINNACLE ENGINEERING GROUP:			150.00		
QUAD COM 9-1-1					
23-EDPD-05	DISPATCH SERV	05/01/2023	15,538.87		01-21-5360
Total QUAD COM 9-1-1:			15,538.87		
SARGENTS EQUIPMENT REPAIR					
06087	TRUCK 35	05/23/2023	427.72		01-31-5120
06087	TRUCK 35	05/23/2023	427.72		60-33-5120
Total SARGENTS EQUIPMENT REPAIR:			855.44		
STAPLES ADVANTAGE					
8070202682	OFFICE SUPPLIES	05/06/2023	63.07		01-21-5610
8070276515	OFFICE SUPPLIES PD	05/13/2023	40.82		01-21-5610
Total STAPLES ADVANTAGE:			103.89		
SUNBELT RENTALS INC					
135724893-00	AERIAL LIFT REPAIRS	05/04/2023	3,678.58		01-31-5130
139109041-00	LIFT REPAIRS	05/17/2023	749.51		01-31-5130
Total SUNBELT RENTALS INC:			4,428.09		
THE EMPIRE AGENCY					
041923-r	THE PRINCE EXPERIENCE	04/19/2023	3,000.00		01-37-5290
041923-R1	THE PRINCE EXPERIENCE	04/19/2023	3,000.00		01-37-5290

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total THE EMPIRE AGENCY:			6,000.00		
TIMOTHY ALVERSON					
010623	OKT FEST STAGE	01/06/2023	2,500.00		01-37-5330
Total TIMOTHY ALVERSON:			2,500.00		
TRAFFIC CONTROL & PROTECT					
114676	MISC SIGN MATERIALS	05/12/2023	111.10		01-31-5150
Total TRAFFIC CONTROL & PROTECT:			111.10		
ULINE					
164133876	CONTAINER FOR SAND BAGS	05/26/2023	861.69		01-31-5630
164133876	PAPER TOWELS	05/26/2023	57.00		60-33-5630
Total ULINE:			918.69		
USA BLUEBOOK					
15479	W LAB SUPPLIES	05/18/2023	164.36		60-33-5630
Total USA BLUEBOOK:			164.36		
VERIZON WIRELESS					
9934515921	VERIZON ADMIN	05/10/2023	121.11		01-12-5320
9934515921	CREDIT DUE	05/10/2023	37.16-		01-12-5320
9934515921	VERIZON FIN	05/10/2023	92.31		01-14-5320
9934515921	VERIZON PD	05/10/2023	288.40		01-21-5320
9934515921	VERIZON B&Z	05/10/2023	56.30		01-25-5320
9934515921	VERIZON SWR/WTR	05/10/2023	261.78		01-31-5320
9934515921	VERIZON PW	05/10/2023	200.43		60-33-5320
Total VERIZON WIRELESS:			983.17		
WAGEWORKS, INC					
5211902	HEALTHCARE BENEFIT	05/24/2023	176.00		01-12-5060
Total WAGEWORKS, INC:			176.00		
WASTE MANAGEMENT OF ILLINOIS					
9219-2776-0	DISPOSAL OF MISC MATERIAL	05/16/2023	458.88		01-31-5570
Total WASTE MANAGEMENT OF ILLINOIS:			458.88		
WATER PRODUCTS COMPANY-AURORA					
0315965-5/17/	FIRE HYDRANT REPAIR PARTS	05/17/2023	3,114.90		60-33-5140
0316100-5/19/	FIRE HYDRANT REPAIR PARTS	05/19/2023	39.90		60-33-5140
0315966-5/17/	HYDRANT WRENCH	05/17/2023	70.00		60-33-5640
0316233-0525	METER GASKETS	05/25/2023	195.00		60-33-5934
Total WATER PRODUCTS COMPANY-AURORA:			3,419.80		
WELCH BROTHERS, INC.					
3222960	STORM SEWER MATERIALS	05/12/2023	699.74		01-31-5140
3222960	SANITARY SEWER LIDS	05/12/2023	912.00		60-33-5141

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total WELCH BROTHERS, INC.:			1,611.74		
WILLIAM C ZELSDORF					
050823	DEPOT	05/15/2023	936.00		01-12-6010
Total WILLIAM C ZELSDORF:			936.00		
WILSON NURSERIES INC					
425056	TREES	05/18/2023	3,260.00		01-31-5190
426005	TREES	05/26/2023	860.00		01-31-5190
Total WILSON NURSERIES INC:			4,120.00		
XYLEM WATER SOLUTIONS USA					
401251051	GODWIN PUMP SERVICE	05/10/2023	701.40		01-31-5130
401253213	GODWIN PUMP REPAIR	05/19/2023	404.35		01-31-5130
401251051	GODWIN PUMP SERVICE	05/10/2023	701.40		60-33-5141
401253213	GODWIN PUMP REPAIR	05/19/2023	404.35		60-33-5141
76165	PRAIRIE LAKES LS ICLOUD	05/26/2023	685.00		60-33-5291
Total XYLEM WATER SOLUTIONS USA:			2,896.50		
Grand Totals:			645,000.26		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "SY23"

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
MOTOROLA SOLUTIONS INC					
750422023050	MAINTENANCE AGREEMENT	06/01/2023	578.00		01-21-5940
Total MOTOROLA SOLUTIONS INC:			578.00		
SJK-PH, INC					
7652	WWTP EMERG BACKUP GENE	06/08/2023	12,353.67		60-33-5111
Total SJK-PH, INC:			12,353.67		
US BANK					
9029 052523 s	AV TRAINING CANCELLED	05/25/2023	162.00-		01-21-5430
5541 052523 J	TRUCK WEIGHT	05/25/2023	13.00		01-21-5630
Total US BANK:			149.00-		
Grand Totals:			12,782.67		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
ACE HARDWARE					
053123	PD SUPPLIES	05/31/2023	68.97		01-21-5630
053123	DEPOT LAWN	05/31/2023	128.94		01-31-5196
053123	FITTINGS FERRIC PUMP	05/31/2023	20.17		60-33-5131
053123	RATX BAIT TRAY LIFT STATION	05/31/2023	27.99		60-33-5141
053123	GARDEN HOSE	05/31/2023	37.97		60-33-5640
Total ACE HARDWARE:			284.04		
AFLAC					
004737	AFLAC	05/26/2023	797.00		27-01-2215
Total AFLAC:			797.00		
ALARM DETECTION SYSTEMS					
229066-1009	QUARTERLY SERVICE - WTP	06/11/2023	372.48		60-33-5290
Total ALARM DETECTION SYSTEMS:			372.48		
ALLEGRA PRINT & IMAGING					
68190	WINDOW ENVELOPES ADMIN	06/19/2023	74.93		01-12-5610
68190	WINDOW ENVELOPES FIN	06/19/2023	74.93		01-14-5610
68108	BUILDING INSP REPORTS	06/05/2023	116.50		01-25-5340
68190	WINDOW ENVELOPES BZ	06/19/2023	74.92		01-25-5610
Total ALLEGRA PRINT & IMAGING:			341.28		
AMALGAMATED BANK OF CHICAGO					
1855829005 06	ADMIN FEES TRUST	06/01/2023	475.00		39-01-5810
Total AMALGAMATED BANK OF CHICAGO:			475.00		
ANA LOPEZ - C/O PETTY CASH - PD					
060623	PETTY CASH	06/06/2023	100.00		01-21-5420
Total ANA LOPEZ - C/O PETTY CASH - PD:			100.00		
ANA LOPEZ - C/O PETTY CASH - VH					
060623	PETTY CASH EVENTS	06/06/2023	500.00		01-37-5631
Total ANA LOPEZ - C/O PETTY CASH - VH:			500.00		
AT&T					
052523	SEWER AT&T	05/25/2023	891.32		60-33-5320
Total AT&T:			891.32		
B&F CONSTRUCTION CODE SERVICES INC					
61851	PLUMBING PLAN REVIEW	06/07/2023	300.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			300.00		
BATEMAN LAW OFFICES, LTD					
060923	EDPD AA HEARING	06/09/2023	380.00		01-21-5230
060923	AA BUILDING	06/09/2023	47.50		01-25-5230

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total BATEMAN LAW OFFICES, LTD:			427.50		
BLUE CROSS BLUE SHIELD					
070123	BCBS ADMIN	07/01/2023	5,405.19		01-12-5060
070123	BCBS FIN	07/01/2023	749.17		01-14-5060
070123	BCBS PD	07/01/2023	26,676.51		01-21-5060
070123	BCBS BLDG	07/01/2023	2,258.20		01-25-5060
070123	BCBS PW	07/01/2023	4,611.36		01-31-5060
070123	BCBS EMP CONTRIB	07/01/2023	4,437.78		27-01-2207
070123	BCBS RETIREES	07/01/2023	5,966.51		27-01-2210
070123	COBRA CONT	07/01/2023	2,079.63		27-01-2210
070123	BCBS WTR/SWR	07/01/2023	5,792.70		60-33-5060
Total BLUE CROSS BLUE SHIELD:			57,977.05		
CEDAR PATH NURSERIES					
1945507	PARKWAY TREES	06/02/2023	2,139.00		01-31-5190
Total CEDAR PATH NURSERIES:			2,139.00		
CENTURY SPRINGS					
053123	EDPD WATER	05/31/2023	111.98		01-21-5630
053123 DEPO	DEPOT WATER	05/31/2023	47.54		01-37-5330
Total CENTURY SPRINGS:			159.52		
CINTAS FIRST AID & SAFETY					
4157864761	MATS - VH	06/07/2023	30.17		01-12-5110
4157864873	MATS PD	06/07/2023	49.19		01-21-5121
Total CINTAS FIRST AID & SAFETY:			79.36		
CLARK HILL PLC					
1325443	LEGAL SERV ADMIN	06/19/2023	7,693.00		01-12-5230
1325443	LEGAL SERV PD	06/19/2023	767.00		01-21-5230
Total CLARK HILL PLC:			8,460.00		
COM ED					
061223	COM ED VH	06/12/2023	83.00		01-31-5510
061223	COM ED STREETS	06/12/2023	123.82		28-01-5510
Total COM ED:			206.82		
COMED					
060723	COM ED STREETS	06/07/2023	1,733.84		28-01-5510
Total COMED:			1,733.84		
COMPASS MINERALS AMERICA INC					
1184854	COARSE ROCK SALT	05/31/2023	3,360.09		60-33-5650
Total COMPASS MINERALS AMERICA INC:			3,360.09		
COVERALL NORTH AMERICA DBA					
1010714825	CLEANING VH	06/01/2023	329.00		01-12-5110

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
1010714825	CLEANING POLICE	06/01/2023	595.00		01-21-5121
1010714825	CLEANING PW 446 ELGIN AVE	06/01/2023	95.00		01-31-5110
1010714825	CLEANING DEPOT	06/01/2023	95.00		01-31-5196
1010714825	CLEANING PW PRAIRIE LAKE	06/01/2023	236.00		60-33-5110
1010714825	CLEANING PW 401 ELGIN AVE	06/01/2023	236.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,586.00		
CREATIVE PROMOTIONAL APPAREL					
18454	PW LOGO ON ITEMS	06/08/2023	57.50		01-31-5080
Total CREATIVE PROMOTIONAL APPAREL:			57.50		
DOEDERLEIN, DELORIS					
052723	BUILDINGS TAXES #1	05/27/2023	6,945.11		01-25-5530
052723	PARKING LOT TAXES #1	05/27/2023	3,013.96		01-25-5530
052723	RENT	05/27/2023	1,500.00		01-25-5530
Total DOEDERLEIN, DELORIS:			11,459.07		
DOWN TO EARTH LANDSCAPING					
89265	MULCH	06/15/2023	92.00		01-31-5150
Total DOWN TO EARTH LANDSCAPING:			92.00		
DUNDEE LANDSCAPE CONSTRUCTION					
6182	PLANT PLANTERS	05/25/2023	5,500.00		01-31-5110
6196	PLANTERS/LAND MAINT	05/31/2023	1,587.50		01-31-5110
Total DUNDEE LANDSCAPE CONSTRUCTION:			7,087.50		
DUNDEE NAPA AUTO PARTS					
447819	WELD WIRE	06/06/2023	23.85		01-31-5630
447810	TOOLS	06/06/2023	32.64		01-31-5640
447905	TOOLS RETURN	06/06/2023	12.67-		01-31-5640
Total DUNDEE NAPA AUTO PARTS:			43.82		
ED'S, RENTAL & SALES INC					
392286-3	APHALT ROLLER	06/16/2023	1,840.00		01-31-5530
Total ED'S, RENTAL & SALES INC:			1,840.00		
ELROD FRIEDMAN LLP					
053123	PROFESSIONAL SERVICES	05/31/2023	13,133.50		01-12-5230
053123	POLICE LEGAL	05/31/2023	1,166.00		01-21-5230
053123	TIF 3 DOWNTOWN	05/31/2023	2,419.00		39-01-5230
053123	PAL LAND LLC	05/31/2023	301.50		85-01-2382
Total ELROD FRIEDMAN LLP:			17,020.00		
ENTERPRISE FM TRUST					
4763318	PD MAINT ON LEASE	06/03/2023	1,747.62		01-21-5120
4769890	PD LEASE VEH	06/03/2023	3,082.43		01-21-5280
Total ENTERPRISE FM TRUST:			4,830.05		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
FEHR GRAHAM					
115717	SPEEDWAY	05/31/2023	612.00		85-01-2381
Total FEHR GRAHAM:			612.00		
FIRST COMMUNICATIONS					
125457459	VH PHONES	06/06/2023	228.94		01-12-5320
125457459	PHONE DEPOT	06/06/2023	18.59		01-12-5320
125457459	PHONES PD	06/06/2023	1,270.51		01-21-5320
125457459	PHONES WATER	06/06/2023	424.87		01-31-5320
125457459	PHONES P/W	06/06/2023	102.65		01-31-5320
125457459	PHONES SEWER	06/06/2023	460.05		60-33-5320
Total FIRST COMMUNICATIONS:			2,505.61		
FLOOD BROTHERS					
060123	REFUSE COLLECTION	06/01/2023	22,476.56		01-33-5180
Total FLOOD BROTHERS:			22,476.56		
GALLS PARENT HOLDINGS, LLC					
24824043	UNIFORM ALLOW. - KM	06/16/2023	176.50		01-21-5080
Total GALLS PARENT HOLDINGS, LLC:			176.50		
GATE OPTIONS					
44075	GATE REPAIR	05/26/2023	165.00		01-31-5110
44075	GATE REPAIR	05/26/2023	165.00		60-33-5111
Total GATE OPTIONS:			330.00		
GORDON FLESCH COMPANY, INC					
14230849	COPIER TONER DEPOT	06/11/2023	44.08		01-37-5340
Total GORDON FLESCH COMPANY, INC:			44.08		
GRAINGER, INC.					
9733644273	VILLAGE HALL BOILER	06/08/2023	54.18		01-12-5110
9735086366	TARP FOR ASPHALT	06/09/2023	178.23		01-31-5630
9730212827	TOOLS	06/06/2023	48.00		60-33-5640
Total GRAINGER, INC.:			280.41		
GREAT LAKES DISTRIBUTING					
223975	PW PRESSURE WASHER	06/08/2023	6,995.00		01-31-5640
Total GREAT LAKES DISTRIBUTING:			6,995.00		
GZA GEOENVIRONMENTAL, INC					
858060	110 RAILROAD	06/13/2023	3,495.00		39-01-5230
Total GZA GEOENVIRONMENTAL, INC:			3,495.00		
H&H ELECTRIC CO.					
41518 R1	STREET LIGHT MAIN	05/31/2023	1,389.33		01-31-5150

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total H&H ELECTRIC CO.:			1,389.33		
HAWKINS, INC.					
6495314	TUBING FOR FERRIC SYSTEM	06/12/2023	304.95		60-33-5131
6499302	WATER CHEMICALS	06/15/2023	110.00		60-33-5650
6499303	WATER CHEMICALS	06/15/2023	10.00		60-33-5650
6489277	WW CHEMICALS	05/31/2023	3,504.21		60-33-5651
6496597	WW CHEMICALS	06/13/2023	3,502.71		60-33-5651
Total HAWKINS, INC.:			7,431.87		
HEALY ASPHALT COMPANY LLC					
36147	ASPHALT	06/12/2023	501.74		01-31-5150
36171	ASPHALT	06/13/2023	538.41		01-31-5150
Total HEALY ASPHALT COMPANY LLC:			1,040.15		
HEINZ, GERALD & ASSOC.					
20727	MISC ENGINEERING	06/06/2023	936.00		01-12-5220
20735	JACKSON STREET PARKING RF	06/06/2023	2,460.00		01-12-5220
20769	4 N VAN BUREN	06/07/2023	78.00		32-32-5950
20769	2 N VAN BUREN	06/07/2023	78.00		39-01-5957
20736	REDEEMING LIFE	06/06/2023	78.00		85-01-2027
20734	PENNY RD/RT 68	06/06/2023	8,190.00		85-01-2378
20728	TERRA LOT 5	06/06/2023	841.50		85-01-2382
20733	TERRA LOT 5	06/06/2023	234.00		85-01-2382
20729	TERRA LOT 2	06/06/2023	78.00		85-01-2386
20731	590 HEALY	06/06/2023	2,778.00		85-01-2395
20732	590 HEALY	06/06/2023	3,141.00		85-01-2395
20730	HIGH STREET	06/06/2023	1,938.75		85-01-2401
Total HEINZ, GERALD & ASSOC.:			20,831.25		
HELPING HAND IT					
23-43111	IT SERVICES LICENSING	06/01/2023	3,137.66		01-12-5286
23-43140	IT SERVICES	06/07/2023	1,373.75		01-12-5286
23-43151	IT SERVICES	06/09/2023	175.00		01-12-5286
Total HELPING HAND IT:			4,686.41		
HITCHCOCK DESIGN GROUP					
30516	RIVERFRONT MASTER PLAN	05/31/2023	3,500.00		32-31-5955
Total HITCHCOCK DESIGN GROUP:			3,500.00		
HOME DEPOT					
061323	VH	06/13/2023	26.85		01-12-5110
061323	HOSE PRESSURE WASHER	06/13/2023	149.90		01-31-5130
061323	PW TOOLS MIX CONCRETE	06/13/2023	52.95		01-31-5640
061323	SPRINKLER	06/13/2023	32.94		01-31-5640
Total HOME DEPOT:			262.64		
HUGHES ENVIRONMENTAL CONSULTING					
1055	HUGHES ENVIR	05/01/2023	10,462.50		60-33-5291

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total HUGHES ENVIRONMENTAL CONSULTING:			10,462.50		
ILLINOIS PUBLIC RISK FUND					
79375	W/C ADMIN	06/14/2023	779.21		01-12-5520
79375	W/C FIN	06/14/2023	584.41		01-14-5520
79375	W/C PD	06/14/2023	3,183.71		01-21-5520
79375	W/C BLDG	06/14/2023	389.61		01-25-5520
79375	W/C W/S	06/14/2023	592.13		01-31-5520
79375	W/C PW	06/14/2023	562.93		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			6,092.00		
ILLINOIS RURAL WATER ASSOCIATION					
36000	IRWA MEMBERSHIP	05/24/2023	503.20		60-33-5410
Total ILLINOIS RURAL WATER ASSOCIATION:			503.20		
ILLINOIS STATE POLICE BUREAU OF ID					
20230504110	LIQ LIC BG CHECK	05/01/2023	28.25		01-12-5290
Total ILLINOIS STATE POLICE BUREAU OF ID:			28.25		
IMPACT NETWORKING					
2972712	C454 COPIER MAINT CONTRAC	06/02/2023	1,498.33		01-12-5340
2972712	C454E BZ OVERAGE ADMIN	06/02/2023	61.43		01-12-5340
2972712	SERV FEE ADMIN	06/02/2023	155.97		01-12-5340
2972712	C454 COPIER MAINT CONTRAC	06/02/2023	1,498.33		01-14-5340
2972712	C454E FIN OVERAGE	06/02/2023	61.40		01-14-5340
2972712	SERV FEE FIN	06/02/2023	155.97		01-14-5340
2972712	C454 COPIER MAINT CONTRAC	06/02/2023	1,498.33		01-25-5340
2972712	C454E BZ OVERAGE	06/02/2023	61.40		01-25-5340
2972712	SERV FEE ADMIN BZ	06/02/2023	155.97		01-25-5340
Total IMPACT NETWORKING:			5,147.13		
J.G. UNIFORMS, INC					
116522	UNIFORM AR	05/31/2023	200.00		01-21-5080
116523	UNIFORM BM	05/31/2023	129.15		01-21-5080
Total J.G. UNIFORMS, INC:			329.15		
KATHLEEN W BONO					
9174	COURT REPORTER LIQ REV	06/08/2023	350.00		01-21-5290
Total KATHLEEN W BONO:			350.00		
KLEIN, THORPE AND JENKINS, LTD					
053123	POLICE LEGAL SERV	05/31/2023	2,420.00		01-21-5230
Total KLEIN, THORPE AND JENKINS, LTD:			2,420.00		
L & A AUTOMOTIVE					
6240	LIC PLATE BULB	06/03/2022	104.35		01-25-5120
6229	TRUCK #20	06/05/2023	471.40		01-31-5120
6229	TRUCK #20	06/05/2023	471.40		60-33-5120

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total L & A AUTOMOTIVE:			1,047.15		
LAUDERDALE ELECTRIC, INC.					
9162	REPLACE OUTLET IN PW GARA	06/07/2023	212.62		01-31-5110
Total LAUDERDALE ELECTRIC, INC.:			212.62		
LAW ENFORCEMENT TRAINING, LLC					
0606	COURTSMART PUBLIC	06/01/2023	750.00		01-21-5430
Total LAW ENFORCEMENT TRAINING, LLC:			750.00		
MARTELLE WATER TREATMENT INC					
25246	W CHEMICALS	06/07/2023	1,156.73		60-33-5650
Total MARTELLE WATER TREATMENT INC:			1,156.73		
MCGINTY BROTHERS INC.					
244539	XMAS TREE TREATMENT	05/27/2023	140.00		01-31-5190
246211	XMAS TREE TREATMENT	06/10/2023	140.00		01-31-5190
Total MCGINTY BROTHERS INC.:			280.00		
MIDWEST PAVING EQUIPMENT INC					
2549	ASPHALT HOPPER	06/13/2023	1,200.00		01-31-5530
Total MIDWEST PAVING EQUIPMENT INC:			1,200.00		
MOTOROLA SOLUTIONS INC					
8281590727	RADIO BATTERIES	06/16/2023	523.56		01-21-5630
Total MOTOROLA SOLUTIONS INC:			523.56		
NICOR GAS					
052523	NICOR S/W	05/25/2023	636.46		60-33-5510
Total NICOR GAS:			636.46		
NORTHEAST MULTI-REGIONAL TRAINING					
328381	TRAINING KM & RM	06/08/2023	650.00		01-21-5430
Total NORTHEAST MULTI-REGIONAL TRAINING:			650.00		
NORTHWESTERN MEDICINE OCCUPATIONAL HEALT					
540508	DRUG SCREEN - NA	05/31/2023	251.00		01-31-5240
540375	1ST AID/CPR TRAINING	05/31/2023	350.00		01-31-5430
540375	1ST AID/CPR TRAINING	05/31/2023	350.00		60-33-5430
Total NORTHWESTERN MEDICINE OCCUPATIONAL HEALT:			951.00		
ORANGE CRUSH					
103106	SURFACE - TON	06/16/2023	267.30		01-31-5150
103155	SURFACE - TON	06/19/2023	527.34		01-31-5150
102548	DISPOSAL ASPHALT	05/31/2023	100.00		01-31-5570
102894	DISPOSAL ASPHALT	06/11/2023	100.00		01-31-5570

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
103227	ASPHALT DISPO	06/20/2023	50.00		01-31-5570
Total ORANGE CRUSH:			1,044.64		
OTTOSEN DINOLFO HASENBALG & CASTALDO					
155469	POL COMM SERVICES	05/31/2023	90.00		01-21-5230
Total OTTOSEN DINOLFO HASENBALG & CASTALDO:			90.00		
PACE ANALYTICAL SERVICES, LLC					
9557017	WW TESTING	05/31/2023	1,419.90		60-33-5291
9557018	WW TESTING	05/31/2023	3,727.60		60-33-5291
Total PACE ANALYTICAL SERVICES, LLC:			5,147.50		
PADDOCK PUBLICATIONS, INC					
252004	PAL PUD	05/21/2023	1,021.20		85-01-2382
252004	BIOCHAR HEARING	05/21/2023	85.10		85-01-2403
Total PADDOCK PUBLICATIONS, INC:			1,106.30		
PALUMBO MANAGEMENT LLC					
16677	DISP OF MATERIAL	06/05/2023	55.00		01-31-5570
16704	DISP OF MATERIAL	06/12/2023	55.00		01-31-5570
Total PALUMBO MANAGEMENT LLC:			110.00		
PRINCIPAL LIFE INSURANCE CO					
070123	ADMIN VIS DENT LIFE	07/01/2023	401.73		01-12-5060
070123	FIN VIS DENT LIFE	07/01/2023	188.32		01-14-5060
070123	PD VIS DENT LIFE	07/01/2023	2,068.56		01-21-5060
070123	BLDG VIS DENT LIFE	07/01/2023	217.99		01-25-5060
070123	PW VIS DENT LIFE	07/01/2023	487.11		01-31-5060
070123	EMP CONT VIS DENT LIFE	07/01/2023	745.44		27-01-2208
070123	COBRA CONT VIS DENT LIFE	07/01/2023	36.76		27-01-2210
070123	W/S VIS DENT LIFE	07/01/2023	636.43		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			4,782.34		
QUAD COM 9-1-1					
23-edpd-06	DISPATCH SERV	06/01/2023	15,538.87		01-21-5360
Total QUAD COM 9-1-1:			15,538.87		
REVIZE LLC					
16144	WEBSITE HOSTING & MAINTEN	06/14/2023	1,900.00		01-12-5615
Total REVIZE LLC:			1,900.00		
SARGENTS EQUIPMENT REPAIR					
6126	SIDE CUTTER CYLINDER REPAI	06/15/2023	168.00		01-31-5130
Total SARGENTS EQUIPMENT REPAIR:			168.00		
SIMPLIFILE, LC					
398581457753	LEIN FILING	05/31/2023	65.25		60-33-5230

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total SIMPLIFILE, LC:			65.25		
STAPLES ADVANTAGE					
8070502354	OFFICE SUPPLIES	06/03/2023	190.48		01-21-5610
Total STAPLES ADVANTAGE:			190.48		
STEPHEN D. TOUSEY LAW OFFICES					
060123	LEGAL PROSECUTION	06/01/2023	750.00		01-21-5230
Total STEPHEN D. TOUSEY LAW OFFICES:			750.00		
SUMMIT SQUARE ASSOCIATION					
060123	ASSOCIATION DUES	06/01/2023	1,910.27		01-12-5410
Total SUMMIT SQUARE ASSOCIATION:			1,910.27		
SYNAGRO TECHNOLOGIES					
38897	CAKE LAND APP	06/01/2023	2,587.50		60-33-5287
Total SYNAGRO TECHNOLOGIES:			2,587.50		
THIRD MILLENNIUM ASSOCIATES					
30037	UB REFUSE	05/31/2023	15.25		01-33-5340
30037	UTILITY BILLING	05/31/2023	137.22		60-33-5340
Total THIRD MILLENNIUM ASSOCIATES:			152.47		
TLO LLC					
259283-20230	MEMBERSHIP	06/01/2023	86.20		01-21-5410
Total TLO LLC:			86.20		
TRAFFIC CONTROL & PROTECT					
114983	18" TRAFFIC CONES	06/13/2023	582.50		01-31-5630
Total TRAFFIC CONTROL & PROTECT:			582.50		
TRUE BLUE CAR WASH LLC					
4834	PD CAR WASH	05/31/2023	90.00		01-21-5120
Total TRUE BLUE CAR WASH LLC:			90.00		
US BANK					
3999 052523 P	STORAGE PODS	05/25/2023	199.00		01-12-5110
5221 052523 bj	ADOBE	05/25/2023	254.85		01-12-5286
1680 052523 K	MAILCHIMP	05/25/2023	47.00		01-12-5410
1680 052523 K	SIRIUS	05/25/2023	17.83		01-12-5410
1680 052523 K	MAYOR BREAKFAST	05/25/2023	30.00		01-12-5420
6309 052523 e	PARKING	05/25/2023	25.00		01-12-5420
1680 052523 K	TRAINING	05/25/2023	19.95		01-12-5430
1680 052523 K	OFFICE SUPPLIES	05/25/2023	430.90		01-12-5610
1680 052523 K	SUPPLIES	05/25/2023	119.21		01-12-5630
1680 052523 K	EMPLOYEE GIFT	05/25/2023	100.00		01-12-5645
5221 052523 bj	ADMIN LUNCHEON	05/25/2023	7.14		01-12-5645
5221 052523 bj	NIU OUTREACH	05/25/2023	33.00		01-14-5430

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
5221 052523 bj	EASLE POST IT PADS	05/25/2023	31.73		01-14-5610
1706 052523 C	DRY CLEANING	05/25/2023	49.35		01-21-5080
5738 052523 J	UNIFORM	05/25/2023	90.31		01-21-5080
5221 052523 bj	COMCAST	05/25/2023	31.62		01-21-5320
052523	AMAZON RENEWAL	05/25/2023	14.99		01-21-5410
1706 052523 C	CHIC TRIB SUB	05/25/2023	15.96		01-21-5410
052523	MEALS TRAINING	05/25/2023	29.46		01-21-5420
1706 052523 C	MAYORS BREAKFAST	05/25/2023	30.00		01-21-5420
5738 052523 J	TRAINING TRAVEL	05/25/2023	151.51		01-21-5420
5738 052523 J	TRAINING TRAVEL	05/25/2023	370.78		01-21-5420
1706 052523 C	SCHOOL OF POL STAFF	05/25/2023	4,400.00		01-21-5430
6309 052523 e	TRAINING	05/25/2023	250.00		01-21-5430
5738 052523 J	COMM EVENTS	05/25/2023	1,099.07		01-21-5580
052523	OFFICE SUPPLIES	05/25/2023	55.55		01-21-5610
052523	USB CORD	05/25/2023	13.99		01-21-5611
052523	TEST KITS	05/25/2023	46.54		01-21-5630
5824 052523 G	STRING LIGHTS	05/25/2023	841.30		01-31-5110
5824 052523 G	BATTERIES	05/25/2023	158.39		01-31-5110
5824 052523 G	TRUCK LIGHTS	05/25/2023	31.98		01-31-5120
5824 052523 G	SEAL KIT	05/25/2023	201.25		01-31-5130
1680 052523 K	PW SUPPLIES	05/25/2023	12.88		01-31-5196
3999 052523 P	IPHONE STORAGE	05/25/2023	.99		01-31-5320
1680 052523 K	DEODERIZORS FOR BATHROO	05/25/2023	7.44		01-31-5630
1680 052523 K	SHREDDING	05/25/2023	800.00		01-37-5330
1680 052523 K	KIDS B RACELETS	05/25/2023	53.33		01-37-5630
5824 052523 G	ICLOUD STORAGE	05/25/2023	.99		60-33-5320
5824 052523 G	OFFICE SUPPLIS	05/25/2023	35.47		60-33-5610
5824 052523 G	OFFICE SUPPLIS	05/25/2023	15.19		60-33-5610
Total US BANK:			10,123.95		
USA BLUEBOOK					
21991	W LAB SUPPLIES	05/26/2023	78.95		60-33-5630
Total USA BLUEBOOK:			78.95		
VERIZON WIRELESS					
9936881549	VERIZON ADMIN	06/10/2023	92.35		01-12-5320
9936881549	VERIZON FIN	06/10/2023	92.36		01-14-5320
9936881549	VERIZON PD	06/10/2023	288.40		01-21-5320
9936881549	VERIZON B&Z	06/10/2023	56.30		01-25-5320
9936881549	VERIZON SWR/WTR	06/10/2023	291.78		01-31-5320
9936881549	VERIZON PW	06/10/2023	140.14		60-33-5320
Total VERIZON WIRELESS:			961.33		
WASTE MANAGEMENT OF ILLINOIS					
9297-2776-6	DISPOSAL OF MISC MATERIAL	06/16/2023	192.00		01-31-5570
Total WASTE MANAGEMENT OF ILLINOIS:			192.00		
WELCH BROTHERS, INC.					
3228446	ASPHALT RAKES	06/15/2023	110.64		01-31-5640
Total WELCH BROTHERS, INC.:			110.64		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
WEX INC					
89309758	FUEL CHARGES PD	05/23/2023	3,937.33		01-21-5620
89309758	B&Z FUEL	05/23/2023	62.28		01-25-5620
89309758	FUEL CHARGES PW	05/23/2023	1,035.53		01-31-5620
89309758	FUEL CHARGES WS	05/23/2023	327.73		60-33-5620
Total WEX INC:			5,362.87		
WILLIAM C ZELSDORF					
052223	DEPOT	05/29/2022	468.00		01-12-6010
052223	DEPOT	05/29/2022	468.00		01-12-6010
060523	DEPOT	06/12/2023	468.00		01-12-6010
060523	DEPOT	06/12/2023	468.00		01-12-6010
Total WILLIAM C ZELSDORF:			1,872.00		
XYLEM WATER SOLUTIONS USA					
78735	PUMP FOR PRAIRE LAKES LIFT	06/16/2023	17,905.00		60-33-5952
78735	FREIGHT	06/16/2023	911.00		60-33-5952
Total XYLEM WATER SOLUTIONS USA:			18,816.00		
Grand Totals:			305,236.86		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "SY23"

Memorandum



To: Village President and Board of Trustees
From: Phil Cotter, Director of Public Works
Subject: Approval of Independent Contractor Agreement -
Wastewater Operator
Date: June 26, 2023

Action Requested:

Staff recommends Village Board approval of a Resolution authorizing the execution of an Independent Contractor Agreement in an amount not to exceed \$117,000 with Hughes Environmental Consulting, Inc. to provide wastewater operator services to the Village of East Dundee through December 31, 2025.

Funding Source:

The Water and Sewer Operating Fund (60-33-5291) appropriates \$117,000 for contract wastewater operator services in SY23.

Summary:

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

Dan Hughes, of Hughes Environmental Consulting, has served as the Village's contract wastewater operator since November 2019. The most recent agreement between the Village and Hughes Environmental Consulting was approved in December 2021 and expired April 30, 2023. Mr. Hughes proposes an hourly rate of \$80.00 and will continue to provide wastewater operator services for approximately 30 hours each week. This rate reflects an increase of \$5.00 per hour over the previous rate of \$75.00 and is the first increase Mr. Hughes has proposed since working for the Village.

Mr. Hughes has performed well operating and maintaining the Village's WWTP and ensuring regulatory compliance. Therefore, staff recommends approval of a new 2½ agreement that runs through December 31, 2025. The contractual arrangement with Mr. Hughes complies with the IEPA's requirement that a Class 1 operate and maintain the Village's WWTP.

Attachments:

Resolution

Independent Contractor Agreement

Proposal – Hughes Environmental Consulting, Inc.

RESOLUTION NUMBER ____-23

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

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

WHEREAS, the Village is responsible for operating, maintaining, and ensuring regulatory compliance of its Group 1 Wastewater Treatment Plant; and

WHEREAS, the Illinois Environmental Protection Agency requires that Group 1 wastewater treatment plants be operated by a wastewater operator that possesses a Class 1 wastewater operator's license;

WHEREAS, the Village desires to retain Dan Hughes, of Hughes Environmental Consulting, Inc., who is a Class 1 wastewater operator to operate, maintain, and ensure regulatory compliance of its Group 1 wastewater treatment plant through December 31, 2025; and

WHEREAS, Village Staff recommends Village Board approve a resolution authorizing the Village Administrator to execute an Independent Contractor Agreement with Hughes Environmental Consulting, Inc. to provide wastewater operator services to the Village of East Dundee through December 31, 2025.

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

SECTION 1: The Village's corporate authorities approve a resolution authorizing the Village Administrator to execute an Independent Contractor Agreement with Hughes Environmental Consulting, Inc. to provide wastewater operator services to the Village of East Dundee through December 31, 2025 and further authorize and direct the Village Administrator to execute the Agreement and for the Village Clerk to attest the Agreement.

ADOPTED this 26th day of June, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 26th day of June, 2023.

Jeffrey J. Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of _____, 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2023.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is, made this ____ day of _____, 2023, by and between the VILLAGE OF EAST DUNDEE, Illinois (the "Village") and Hughes Environmental Consulting, Inc. (Contractor), resident at 100 South River Road, Fox River Grove, Illinois, 60021.

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

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

NOW THEREFORE, it is agreed as follows:

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

2. Term: The term of this Agreement shall begin on or after the 1st day of May, 2023 and shall continue through December 31, 2025, or as mutually agreed upon.

3. Compensation: For all services rendered by Contractor under this Agreement, the Village shall pay him \$80 dollars per hour. Invoices requiring Village Board approval will be approved for payment in accordance with meeting schedule.

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

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

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

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

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

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

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

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

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

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

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

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

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

Independent Contractor:

Village of East Dundee:

By: _____

By: _____

Date: _____

Date: _____



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

06/14/2023

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

Dear Phil;

I am pleased to submit this Updated Proposal as to the scope of work to be provided regarding the operations and maintenance services to the Village of East Dundee. I have 40 years of professional wastewater and water system operating experience. I look forward to providing you highly skilled operations, while assuring IEPA Compliance.

Scope of Services:

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

Contractor Responsibilities:

1. Dan Hughes shall be the certified IEPA Class 1 Certified Public Wastewater Supply Operator in Charge of the Village of East Dundee wastewater treatment plant and shall remain so during the term of this agreement. Contractor will operate and assist with maintain the facility within regulatory agency requirements, under the direction of the Public Works Director. I anticipate being on site 3 days per week, approximately **32 hours per week**.
2. The terms of this agreement shall be for (2+) years beginning **June 14, 2023 to December 31, 2025**. Contract can be canceled by either party with a 30 days written notice, upon mutual agreement, terms will be extended.
3. Hughes Environmental Consulting Inc. shall perform site visits to the Village of East Dundee wastewater treatment plant four days per week, 32 hours per week or as required to properly perform supervision and operator duties hereunder.
 - a. Perform all operations and maintenance as required by the NPDES permit. Record keeping and record maintenance. A wastewater plant log will be maintained on site.
 - b. Monthly preparation and electronic submittal of IEPA wastewater plant report. NDMR
 - c. Regulatory agency liaison.
 - d. Perform quality control testing.
 - e. Conduct preventative maintenance and general house keeping
 - f. Provide 24 hours 7 days per week emergency availability.
 - g. Responding to Il EPA request for information or site visits
4. Hughes shall supervise the operation of the Village of East Dundee Wastewater Treatment Facility and assist in training staff to insure that at all times complies with all applicable requirements of Illinois EPA.



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

Responsibilities of Owner:

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



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

17. East Dundee shall pay to Hughes Environmental Consulting Services Inc. as compensation for services under this Agreement \$80./hr at the conclusion of each month of service. Payment terms 30 days or upon village board approval.

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

Sincerely;
Daniel J. Hughes

Daniel J. Hughes

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

Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Subject: Request for a Class E-4 Liquor License Transfer & Video Gaming License for New Owners of Aliano's Ristorante

Date: June 26, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance authorizing the transfer, upon proof satisfactory to the Village Administrator and Village Counsel of change of legal ownership of Aliano's, and per Section 116.06(c) of the East Dundee Alcoholic Beverages Chapter regarding the new ownership of FLJ River Street, Inc. d/b/a Aliano's Ristorante located at 304-310 N. River Street, East Dundee, IL 60118.

Summary: Section 116.06(c) of the Code states in pertinent part that:

"Any transfer of ownership of 5% or more of the applicant business entity, whether that be in the individual, corporate or partnership form, shall require the submission of new information to the village updating the application of the licensee then on file. Any transfer of the legal or beneficial ownership of more than 50% of the voting securities or legal or equitable interest of the licensee, whether that licensee be an individual, corporation or partnership, shall be a transfer of ownership as defined in this section and shall be deemed to be a transfer of the license of licensee requiring that the transferee reapply for a license as otherwise provided in this chapter and pay the appropriate license fee. The transferor of the legal or beneficial ownership of more than 50% of the voting securities or legal or equitable interest of the licensee shall receive a prorated refund of the fees it paid the village for its liquor license(s), in the amount set forth in § 37.01(U)(7) of this code."

The previous owners had a Class E-4 Liquor License issued earlier this year. That corporation was owned by Lisa Seng (President) and James Seng (Secretary). The corporation was sold to Bhajan Singh and Teresa Rossi.

New Owners, Teresa Rossi (20%) and Bhajan Singh (80%) ("Applicants") desire to hold a previously approved Class E-4 Liquor License that was issued by the Village Board to the previous owners at the January 23, 2023 meeting. The Class E-4 Liquor License allows for the sale of both on premises alcohol sales of all legal alcohol and retail sale of beer, wine and spirits

of 40 proof or less for off-premises consumption. Should the Village Board authorize the transfer of this license, this will not increase the number of approved liquor licenses in the Municipal Code.

Additionally, the Applicants desire to host six (6) video gaming terminals at this location, which is what was currently there under the previous owners.

The Applicant's son, AJ Singh, has stated that should the Village Board authorize this ordinance, the Applicants will be able to work with Ideal Amusements and the State of Illinois to finalize the transfer of items on their end. It should be noted that a gaming license under the State of Illinois may not be transferred, and the new owners will have to apply for a gaming license with the Illinois State Gaming Board.

Attachments:

Ordinance

ORDINANCE NUMBER 23-_____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AUTHORIZING THE TRANSFER OF A CLASS E-4 LIQUOR LICENSE AND PERMIT FOR VIDEO GAMING TERMINALS

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

WHEREAS, the Illinois Liquor Control Act, 235 ILCS 5/1-1, *et seq.*, authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcohol liquor, and to establish rules and regulations for the sale thereof; and

WHEREAS, Section 137.05 *et seq.* of the East Dundee Code of Ordinances (“Code”) authorizes an establishment within the Village to operate video gaming terminals where the establishment holds a valid liquor license and has obtained a license from the Illinois Gaming Board to operate video gaming terminals; and

WHEREAS, in January of 2023, the Village received a request for a Class E-4 liquor license from FLJ River Street, Inc. doing business as Aliano’s Ristorante & Café, located at 304-310 N. River Street, East Dundee, Illinois (“Premises”); and

WHEREAS, on January 23, 2023, the Village Board approved the request for the issuance of a Class E-4 liquor license to FLJ River Street, Inc. (Ordinance 23-04); and

WHEREAS, the shareholders, owners and managers of FLJ River Street, Inc. (“Company”) are selling their interests in the Company to Teresa Rossi and Bhajan Singh (hereinafter “Applicants”); and

WHEREAS, Section 116.06(c) of the East Dundee Code of Ordinances (“Code”) requires Applicants to apply to the Village for a new liquor license because of the transfer of ownership in the Company; and

WHEREAS, Applicants have applied for a transfer of the E-4 liquor license and also requested a permit to operate video gaming terminals; and

WHEREAS, the President and Board of Trustees have determined it to be in the best interest of the Village to authorize the issuance of a Class E-4 liquor license and grant a permit for the operation of video gaming terminals on the Premises to Applicants upon the legal transfer of ownership of Company and in compliance with the Illinois Video Gaming Act (230 ILCS 40/1 *et seq.*); and;

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

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

SECTION 2: Authorization of Transfer of Class E-4 Liquor License to Applicants.

That the Village Board authorizes the transfer of the Class E-4 liquor license to Applicants upon proof satisfactory to the Village Administrator and Village Counsel that ownership in Company has been: (a) legally transferred to Applicants as set forth in their submitted application,; (b) a valid Village-issued business license has been obtained by Applicants; and (c) compliance with the Village Code is satisfied. The number of permitted Class E-4 liquor licenses shall remain as one (1) under Section 116.05(B) of the Code. Proof of transfer of ownership in the Company must be tendered by Applicants and approved no later than July 26, 2023 or Applicants must resubmit an application for a Village-issued liquor license and obtain subsequent Village Board approval; and

SECTION 3: Video Gaming Terminal Permit. Upon the issuance of the Class E-4 liquor license for the Premises to Applicants, and proof of compliance with Section 137.05 *et seq.* of the Village Code, the Village Clerk is authorized to issue a video gaming terminal permit for six video gaming terminal(s) to the Applicants for the Premises, upon the receipt of all documentation and fees as required by Code.

SECTION 4: Continuation. That all provisions of the Village Code herein shall remain in full force and effect.

SECTION 5: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid and unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be hereby repealed.

SECTION 7: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

SECTION 8: Automatic Reduction. As set forth in Subsection 116.05(I) of the Code, in the event that Applicants' license for the Premises is revoked, expires without renewal, surrendered by the licensee-holder or is otherwise terminated pursuant to Code, the total number of licenses or permits available in the Class E-4 shall be automatically reduced by that license or permit unless thereafter the number of licenses or permits is increased by the Village Board.

PASSED this _____ day of _____ 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: Amendment of PSA regarding the Purchase of Real Property in Downtown TIF #4

Date: June 26, 2023

Action Requested:

Staff recommends Village Board approval of an amended ordinance authorizing the purchase of the NW corner of South Van Buren St & Maiden Lane (PINS 03-23-360-009 and 03-23-360-010), East Dundee, IL 60118 in the Downtown Tax Increment Financing District in the amount of \$98,000.

Funding Source:

Downtown TIF #4 – Fund 39

Summary:

At the April 17, 2023 meeting, the Village Board approved [ordinance #23-17](#) which authorized the real estate agreement and purchase of the northwest corner lot of Van Buren and Maiden Lane. As part of ordinance #23-17 the purchase and sale agreement (“PSA”) was attached to the ordinance as an exhibit. Since the approval, the sellers slightly amended the PSA to allow some flexibilities on the seller’s behalf to meet the PSA such as: i) modifying timeline of certain reports and due diligence period to allow more time for seller; ii) striking the environmental assessment section; other amendments to the PSA. Staff recommends approval of these changes as they do not materially impact the PSA for the Village. Once the ordinance is approved, the purchase should be able to be completed in the next 60 days.

Staff has included the redlined version of the PSA to better understand and see the changes.

Attachments:

Amended Ordinance
Redlined Amended Ordinance
Purchase and Sales Agreement
Redlined PSA version

ORDINANCE NO. _____

**AN AMENDMENT TO ORDINANCE NO. 23-17 AUTHORIZING EXECUTION OF A
REAL ESTATE SALE AGREEMENT AND PURCHASE OF REAL PROPERTY
(NORTHWEST CORNER OF VAN BUREN STREET AND MAIDEN LANE, EAST
DUNDEE, ILLINOIS)**

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

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of East Dundee (the "Village") is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time (the "TIF Act").
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 08-34, 08-35 and 08-36, adopted June 16, 2008, and as amended by Ordinance Number 18-28 on September 10, 2018, the Downtown Tax Increment Financing District (the "TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 08-34, 08-35, 08-36 and 18-28 are incorporated herein by reference.
- D. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are empowered under Sections 4(c) and 3(q)(2) of the TIF Act, 65 ILCS 5/11-74.4-4(c) and 3(q)(2), to purchase real property within the TIF district, using TIF District funds, in furtherance of the Redevelopment Plan and Project for the TIF District, including for the acquisition of the "Subject Property," as defined in Section I.E. below.
- E. Haeger Industries, Inc. (the "Seller"), is the owner of the real estate and appurtenances attached thereto for the property commonly known as the Northwest Corner of Van Buren Street and Maiden Lane, East Dundee, Illinois, with Parcel Identification Numbers 03-23-360-009-0000 and 03-23-360-010-0000 (the "Subject Property").
- F. The Village desires to acquire the Subject Property in furtherance of the Redevelopment Plan and Project for the TIF District.
- G. On April 17, 2023, the Village Board approved Ordinance No.23-17, approving the purchase by the Village of the Subject Property pursuant to

a Purchase and Sales Agreement, attached as Exhibit A, to Ordinance No. 23-17.

- H. Subsequent to the approval of Ordinance No. 23-17, and during the attorney review period, Seller requested substantive changes to the Purchase and Sales Agreement, and the Parties negotiated said changes.
- I. It is the desire of the Seller to convey the Subject Property to the Village on the terms set forth in the "Real Estate Purchase and Sale Agreement," as amended, and its accompanying Exhibits, attached hereto as **EXHIBIT A** and made a part hereof (the "Agreement").
- J. It is in the best interest of the Village to acquire the Subject Property, to ensure that redevelopment within the TIF District continues.

SECTION 2: Based upon the foregoing, the Village President, Village Clerk and Village Administrator be and are hereby authorized and directed to purchase the Subject Property pursuant to the terms and conditions set forth in the Agreement, as amended and reflected in **Exhibit A** hereto, **and in such other form as may be approved by the Village Administrator and Village Counsel** and the Village President, Village Clerk and Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to consummate such purchase.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 26th day of June, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 26th day of June, 2023, by the Village President of the Village of East Dundee, and attested by the Village Clerk, on the same day.

Village President

APPROVED and FILED in my office this ____ day of _____, 2023 and published in pamphlet form in the Village of East Dundee, Kane and Cook Counties, Illinois.

ATTEST:

Village Clerk

EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

(attached)

ORDINANCE NO. _____

**AN AMENDMENT TO ORDINANCE NO. 23-17 AUTHORIZING EXECUTION OF A
REAL ESTATE SALE AGREEMENT AND PURCHASE OF REAL PROPERTY
(NORTHWEST CORNER OF VAN BUREN STREET AND MAIDEN LANE, EAST
DUNDEE, ILLINOIS)**

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

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of East Dundee (the "Village") is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time (the "TIF Act").
- C. Pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 08-34, 08-35 and 08-36, adopted June 16, 2008, and as amended by Ordinance Number 18-28 on September 10, 2018, the Downtown Tax Increment Financing District (the "TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 08-34, 08-35, 08-36 and 18-28 are incorporated herein by reference.
- D. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, the Corporate Authorities of the Village are empowered under Sections 4(c) and 3(q)(2) of the TIF Act, 65 ILCS 5/11-74.4-4(c) and 3(q)(2), to purchase real property within the TIF district, using TIF District funds, in furtherance of the Redevelopment Plan and Project for the TIF District, including for the acquisition of the "Subject Property," as defined in Section I.E. below.
- E. Haeger Industries, Inc. (the "Seller"), is the owner of the real estate and appurtenances attached thereto for the property commonly known as the Northwest Corner of Van Buren Street and Maiden Lane, East Dundee, Illinois, with Parcel Identification Numbers 03-23-360-009-0000 and 03-23-360-010-0000 (the "Subject Property").
- F. The Village desires to acquire the Subject Property in furtherance of the Redevelopment Plan and Project for the TIF District.
- G. On April 17, 2023, the Village Board approved Ordinance No.23-17, approving the purchase by the Village of the Subject Property pursuant to

a Purchase and Sales Agreement, attached as Exhibit A, to Ordinance No. 23-17.

H. Subsequent to the approval of Ordinance No. 23-17, and during the attorney review period, Seller requested substantive changes to the Purchase and Sales Agreement, and the Parties negotiated said changes.

I. It is the desire of the Seller to convey the Subject Property to the Village on the terms set forth in the "Real Estate Purchase and Sale Agreement," as amended, and its accompanying Exhibits, attached hereto as **EXHIBIT A** and made a part hereof (the "Agreement").

J. ——— It is in the best interest of the Village to acquire the Subject Property, to ensure that redevelopment within the TIF District continues.

SECTION 2: Based upon the foregoing, the Village President, Village Clerk and Village Administrator be and are hereby authorized and directed to purchase the Subject Property pursuant to the terms and conditions set forth in the Agreement, as amended and reflected in Exhibit A hereto, and in such other form as may be approved by the Village Administrator and Village Counsel and the Village President, Village Clerk and Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to consummate such purchase.

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SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 26th day of AprilJune, 2023, pursuant to a roll call vote as follows:

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AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 26th day of AprilJune, 2023, by the Village President of the Village of East Dundee, and attested by the Village Clerk, on the same day.

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Village President

APPROVED and FILED in my office this ____ day of _____, 2023 and published in pamphlet form in the Village of East Dundee, Kane and Cook Counties, Illinois.

ATTEST:

Village Clerk

EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

(attached)

HAEGER INDUSTRIES, INC.

510 MARKET LOOP, SUITE 104
WEST DUNDEE, IL 60118

Tel: 847-334-2547

June 16, 2023

Ms. Erika Storlie
Village Administrator
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

Re: Haeger Industries, Inc. – Property Sale

Dear Ms. Storlie:

I am attaching two undated executed original Real Estate Purchase and Sale Agreements. Please include them in your June 26, 2023, Board agenda for approval.

We look forward to completing this transaction at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Zachrich', written over a horizontal line.

Craig Zachrich
Secretary

cc: Rachel Robert

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("*Agreement*") is made and entered into as of _____, 2023 (Purchaser will fill in the date after the Village Board gives its approval) (the "*Effective Date*") by and between the VILLAGE OF EAST DUNDEE, an Illinois home-rule municipal corporation ("*Purchaser*"), and HAEGER INDUSTRIES, INC., an Illinois corporation ("*Seller*"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the "*Parties*") agree as follows:

Section 1. Recitals.

A. **Parcel.** Seller owns fee simple title to that certain real property consisting of a rectangular parcel commonly known as the Northwest Corner of Van Buren Street and Maiden Lane, East Dundee, Illinois, and which parcel is legally described and depicted on *Exhibit A* attached hereto (the "*Parcel*").

B. **Property Description.** Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser (i) the Parcel, (ii) the improvements thereon, if any, (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent to, contiguous to, or adjoining the Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Parcel, running to or in favor of Seller (collectively, the "*Property*"), subject to this Agreement.

Section 2. Incorporation of Recitals.

Seller and Purchaser hereby adopt and incorporate the Recitals and agree that the construction of this Agreement shall be guided thereby.

Section 3. Purchase and Sale; Purchase Price.

A. **Purchase Price.** Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement. The purchase price for the Property is \$98,000.00 (the "*Purchase Price*").

B. **Earnest Money.** There shall be no earnest money deposit.

C. **Balance of Purchase Price.** Purchaser shall pay the Purchase Price, plus or minus prorations, credits, and adjustments as provided in this Agreement, at the Closing (as defined below) through a Closing Escrow (defined in Section 11 below) by wire transfer in accordance with wire instructions provided by Chicago Title Insurance Company (the "*Title Company*").

Section 4. The Parties' Preliminary Obligations and Rights.

A. Seller's Deliveries. Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney copies of all of the following pertaining to the Property in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto, (ii) existing survey(s) of the Property, (iii) any environmental reports, including Phase I and Phase II reports, soil testing or other reports or documents related to proposed development of the Parcel, (iv) any and all notices and correspondence regarding compliance with laws, including environmental and zoning laws, (v) all contracts and services agreements binding on the Property, and (vi) any unrecorded easements, licenses, or other rights to occupy or use the Property (collectively "***Seller's Deliveries***"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete, and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorneys.

B. Title Commitment. Purchaser has obtained the following preliminary title commitment No. CCH2301435LD for the Property ("***Title Commitment***"). The Title Commitment is attached to and incorporated as ***Exhibit B*** to this Agreement. Seller agrees to use this Title Commitment and to obtain a commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (2006 version) (i) in the amount of the Purchase Price, (ii) with the following endorsements: an extended coverage endorsement over all standard exceptions (1-6) of Schedule B Part II of the Title Commitment defined below ("***Schedule B***"), Access Endorsement to both Maiden Lane and Van Buren Street, Location Endorsement and an Encroachment Endorsement, if any encroachments are shown on the Survey, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (as defined in Section 5.B.4) (the "***Title Policy***"). Purchaser shall pay the cost for the Title Policy with the aforementioned endorsements and any other endorsements it requests.

C. Surveys and Plats. Within thirty (30) days after the Effective Date, Purchaser will obtain an ALTA/NSPS standard survey ("***Survey***") of the Property, that (i) is prepared by a surveyor approved by Purchaser, (ii) will be certified in favor of Seller, Purchaser and the Title Company, (iii) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, (iv) contains a certification as to the total acreage of the Property, (v) includes the Table A Items 1, 2, 3, 4, 8, 9, 10, 11b, 13, 16, 19 (in the amount of \$2,000,000), and (vi) is provided to Purchaser in digital format in NAD 83 State Plane Coordinates along with eight (8) hard copies. Purchaser shall pay the cost for the Survey.

Section 5. Due Diligence Period.

A. Period; Access; Indemnity; Restoration. During the period that begins on the Effective Date and ends on the sixtieth (60th) day after the Effective Date ("***Due Diligence Period***"), Purchaser may enter upon the Property at all reasonable times to conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires ("***Due Diligence Activities***"). The Due Diligence Period may be extended, if needed, upon the mutual written agreement of the Parties. The Due Diligence Activities may include, without limitation, reviews of Seller's Deliveries, the Title Commitment, the Survey and obtaining any environmental investigation, reports or assessments on the Property. Prior to accessing the Property for any Due Diligence Activities, Purchaser shall provide at least one (1) business day's prior written notice (by email is

acceptable) to Seller's designated representative, Craig Zachrich. All Due Diligence Activities shall be conducted at the sole expense of Purchaser without contribution of any kind or amount by Seller. Purchaser shall not cause or permit any mechanic's or other liens to be filed against the Property as a result of the Due Diligence Activities. Upon request by Seller, Purchaser shall promptly provide Seller with copies of any reports received by Purchaser in connection with any Due Diligence Activities performed. Purchaser shall promptly and substantially restore and regrade any disturbed areas on the Property resulting from any Due Diligence Activities so as to return the Property to its pre-existing condition and also to minimize any safety or security risk. Purchaser also agrees to indemnify, hold harmless and defend Seller, its officers, employees, agents and assigns from any and all liabilities, injuries, damages and losses caused directly or indirectly from the entry onto the Property or any Due Diligence Activities conducted on the Property by Purchaser, its agents, employees or any other person retained by Purchaser to perform any Due Diligence Activities. In the event Purchaser notifies Seller in writing on or before expiration of the Due Diligence Period that the Property is not suitable for Purchaser's intended use as determined by Purchaser in its sole discretion, then the transaction contemplated herein shall be rendered null and void and this Agreement shall be deemed terminated without any liability on the part of either Purchaser or Seller. If Purchaser fails to so notify Seller on or before expiration of the Due Diligence Period, then Purchaser shall be deemed to have elected to purchase the Property in its "AS-IS, WHERE-IS" condition in accordance with the terms and conditions set forth herein and this Agreement shall remain in full force and effect.

B. Review of Title Commitments and Surveys.

1. Identification of Unpermitted Exceptions and Commitment to Cure.

Upon the later of (i) the sixtieth (60th) day after the Effective Date, and (ii) the tenth (10th) business day following Purchaser's receipt of the Title Commitment and Survey, Purchaser shall send written notice ("***Title Objection Notice***") identifying any matter identified in such Title Commitment or Survey that Purchaser determines, will adversely affect Purchaser's intended redevelopment of the Property, (the "***Unpermitted Exceptions***"), and Seller commits, at Seller's cost, to (i) cure or remove the Unpermitted Exceptions, or (ii) cause the Title Company to insure over the Unpermitted Exceptions ("***Commitment to Clear Exceptions***"). Notwithstanding the process identified in this Section 5.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein (collectively, the "***Must Cure Exceptions***"): (i) each mechanics', materialmen's, repairmen's, contractors' or other lien that encumbers the Property, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security deed, and other security instrument that encumbers the Property, (iii) all past due Real Estate Taxes (defined in Section 11.F) applicable to the Property (collectively the "***Past Due Taxes***"), (iv) each judgment against Seller that may constitute a lien against the Property, and (v) title exceptions 1-6, 7, 8, 9, 11, 12, 14, 15, and 16 on Schedule B which is part of the Title Commitment attached as Exhibit B.

2. Seller's Compliance with Commitment to Clear Exception. At least ten (10) days prior to Closing, Seller shall deliver to Purchaser an updated Title Commitment, showing that all Unpermitted Exceptions that Seller committed to clear in the Commitment to Clear Exceptions have been cleared. If Seller fails to do so, then Purchaser, at any time,

may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exceptions that Seller committed to, but failed to, clear, in which case Purchaser will be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exceptions, or (ii) terminate this Agreement.

3. **Deliberately omitted.**

4. **Permitted Exceptions.** Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice, or (ii) is not defined in Section 5.B.1 as an Unpermitted Exception or a Must Cure Exception, or (iii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 5.B.2, is a "*Permitted Exception*."

Section 6. Representations and Warranties.

Seller, represents and warrants to Purchaser that, as of the date hereof and as of the date of Closing:

- (i) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;
- (ii) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service, maintenance, or other contracts that which will be binding upon Purchaser or the Property after the Closing;
- (iii) the Property is not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits, or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions, or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims, suits, actions, complaints, petitions, or unsatisfied orders by or in favor of any party whatsoever;
- (iv) to the best of Seller's knowledge, there are no threatened requests, applications, or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property;
- (v) to the best of Seller's knowledge, there are no unrecorded easements, liens, or encumbrances affecting the Property;
- (vi) Seller has received no written notice of, and to the best of Seller's knowledge, there is not any violation of any law, ordinance, order, regulation, or requirement, including, but not limited to, building, zoning, environmental, safety, and health ordinances, statutes, regulations, and requirements issued by any governmental body or agency having jurisdiction over the Property;

- (vii) to the best of Seller's knowledge, without any duty on Seller to conduct any investigation or inquiry of any kind, and except as may be disclosed in any environmental report, assessment or investigation, Seller is not aware of (a) any use of the Property for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in 14.D.2) governing environmental matters ("***Environmental Laws***") (collectively, "***Hazardous Materials***"), (b) there are not any Hazardous Materials present on the Property, and (c) there are currently no storage tanks on the Property;
- (viii) except as disclosed in Seller's Deliveries, Seller has received no written notice of (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on the Property, or (b) any alleged violation of any Environmental Laws;
- (ix) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986;
- (x) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller's part are necessary in order to permit Seller to consummate the transaction contemplated hereby; and
- (xi) Neither Seller nor any of its affiliates have (a) commenced a voluntary case, or had entered against them a petition, for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (b) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of their respective assets, (c) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors, or (d) made a general assignment for the benefit of creditors.
- (xii) each person executing this Agreement on behalf of Seller is fully authorized to do so and, by doing so, to bind Seller to its obligations under this Agreement.

At Purchaser's request, Seller, shall reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of Closing.

Section 7. Seller's Covenants and Agreement.

Seller covenants and agrees with Purchaser from the Effective Date until the Closing:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Property, without Purchaser's prior written consent,
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property, without Purchaser's prior written consent,
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions),
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property,
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate, and
- (vi) Seller shall continue to maintain and keep the Property in its current condition and pay taxes and mortgage payments, if any, on it as they become due.

Section 8. Bulk Sales/Illinois Income tax Withholding.

At least twenty (20) days prior to the Closing, Purchaser shall, with Seller's full cooperation, notify the Illinois Department of Revenue (the "**Department**") and the Illinois Department of Employment Security ("**IDES**") of the intended sale of the Property and request the Department and IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j or under the Section 2600 of the Illinois Unemployment Insurance Act (collectively the "**Bulk Sales Act**"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sales Act ("**Release**"). Five (5) business days prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sales Act (collectively, "**Release**"). Purchaser may, at the Closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by the Bulk Sales Act, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the Bulk Sales Act. Seller shall indemnify, defend and hold harmless Purchaser, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller's failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property, or (iii) otherwise comply with any bulk sales laws of the State of Illinois or Kane County. The foregoing indemnity shall survive the Closing Date.

Section 9. AS-IS, WHERE IS Transaction.

Except for the representations and warranties of Seller expressly set forth in this Agreement, Purchaser warrants and acknowledges to and agrees with Seller that Purchaser is purchasing the Property in its "AS-IS, WHERE IS" condition "with all faults" as of the date of Closing and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature, or type whatsoever from or on behalf of Seller. Except for the representations and warranties of Seller expressly set forth in this Agreement, Seller specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning (i) the value, nature, quality or condition of the Property, including without limitation, the water, soil and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, including the possibilities for future development or redevelopment of the Property, (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair or lack of repair of the Property, (viii) the presence or absence of Hazardous Materials at, on, under, or adjacent to the Property or any other environmental matter or condition of the Property, or (ix) any other matter with respect to the Property. Purchase acknowledges and agrees that, except for the representations and warranties of Seller contained in this Agreement, any information provided by or on behalf of Seller with respect to the Property, including without limitation, the Seller's Deliveries, was obtained from a variety of sources and that Seller has not made and has made no representations that it has made any independent investigation or verification of such information and makes no representations or warranties as to the accuracy or completeness of such information. Seller shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person except for the express representations or warranties set forth in this Agreement. Purchaser further acknowledges and agrees that Purchaser is a sophisticated and experienced Purchaser of properties such as the Property and has been duly represented by counsel in connection with the negotiation of this Agreement. Seller has made no agreement to alter, repair or improve any of the Property.

The Closing shall constitute acknowledgement by Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and except as otherwise expressly set forth in this Agreement, the condition of the Property is acceptable to Purchaser. Purchaser agrees that, except as otherwise expressly set forth in this Agreement, Seller shall have no liability for any claims or losses which Purchaser or Purchaser's successors or assigns may incur as a result of construction or other defects, which may now or hereafter exist with respect to the Property.

The terms and conditions of this Section 9 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be incorporated into the deed. Purchaser acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth above.

Section 10. Conditions Precedent to Closing.

Purchaser's obligation to close is subject to each and all of the following conditions being satisfied by Seller, or waived in writing by Purchaser (the "***Closing Contingencies***"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 11.C, and
- (v) the Title Company has issued or is irrevocably committed to issue the Title Policy.

Purchaser may inspect the Property within forty-eight (48) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 15.E.1.

Section 11. Closing.

A. Conveyance and Possession. At Closing, Seller shall convey fee simple title to the Property to Purchaser by delivery of Seller's warranty deed ("***Seller's Deed***") in recordable form conveying fee simple title to the Property, subject only to Permitted Exceptions. Seller shall deliver full and complete possession of the Property to Purchaser upon Closing. Seller shall deliver the Property to Purchaser in its condition as of the Effective Date, except for ordinary wear and tear.

B. Time, Place; Closing Escrow.

1. Time. The Closing will occur no later than the thirtieth (30th) day following the later of: (a) the expiration of the Due Diligence Period, or (b) on another date mutually agreed to in writing by the Parties (the "***Closing Date***").

2. Place. The Closing will be at the office of the Title Company at 10 S. Lasalle St., Chicago, Illinois or 500 Skokie Blvd, Suite 290, Northbrook, Illinois. The Parties need not physically attend the Closing.

3. Closing Escrow. On or before the Closing, Purchaser and Seller shall establish an escrow in the usual form of deed and money escrow agreement then in use by the Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a "***Closing Escrow***"). The Closing will be a "New York" style closing. The cost of the Closing Escrow shall be paid by Purchaser.

C. Seller Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered

to Purchaser the following, in each case, fully executed (as applicable), in form and substance satisfactory to Purchaser:

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property,
- (ii) Seller's Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions,
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws (as defined below),
- (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (viii) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code,
- (ix) a signed Pro Forma Title Policy,
- (x) An Affidavit of Title in a form acceptable to Purchaser,
- (xi) Release from the Department, IDES and Kane County, pursuant to Section 8.

D. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
- (ii) a counterpart to the closing statement,
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,

- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) real estate transfer declarations or exemptions required by Applicable Laws,
- (vi) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, and
- (vii) Certified copies of the ordinances, and resolutions, associated with this Agreement, as required.

E. Closing Costs. At Closing, Seller shall pay (i) fifty (50%) percent of the Title Company's closing fees related to such Closing, except for the Closing Escrow which shall be paid by Purchaser, and (ii) Seller's attorney fees related to such Closing. Purchaser shall pay (i) fifty (50%) percent of the Title Company's closing fees related to such Closing, (ii) one hundred (100%) percent of the costs incurred in recording Seller's Deed, and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs incurred in connection with Purchaser's Due Diligence Activities related to the Due Diligence Period, (iv) Purchaser's attorneys' fees related to such Closing, (v) the cost of the Title Policy and endorsements to the Title Policy requested by Purchaser; (vi) the cost of the Survey; and (vii) the full cost of the Closing Escrow.

F. Prorations. All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, "*Real Estate Taxes*") shall be prorated on an accrual basis and on a per diem basis up to and including the Closing Date, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same. Seller shall give to Purchaser a credit at Closing for the years 2022 (payable in 2023) and 2023 (payable in 2024) based on one hundred and five (105%) percent of the last tax bill. All water, sewer, and other utility charges, if any, shall be prorated as of Closing.

Section 12. Casualty; Condemnation.

Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation, damage or destruction of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed by an insured casualty, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award or payment under any insurance policies (other than business interruption or rental loss insurance) toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, receiving from Seller an amount equal to any applicable deductible under any such insurance policy and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller and Escrowee within ten (10) business days after Purchaser has received written notice from Seller of such material condemnation, damage or destruction. If, prior to the Closing, a portion of the Property is condemned, damaged or destroyed and such portion is not a material portion of the Property, the proceeds of any condemnation award or payment and any applicable deductible

under any insurance policies shall be applied toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this Section 12, the term "material portion" shall mean greater than ten (10%) percent of the value of the Property or an absence of reasonable access to the Property. If the damage or destruction arises out of an uninsured risk, Seller shall elect, by written notice within ten (10) days of the occurrence of such damage or destruction either to terminate this Agreement or to close the transaction contemplated hereby with a reduction of the Purchase Price equal to the costs of repairing the Property, as reasonably estimated by an engineer engaged by Seller and reasonably acceptable to Purchaser.

Section 13. Brokers.

Seller and Purchaser each represent and warrant to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim against Purchaser or Seller for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, then Purchaser or Seller, as the case may be, shall indemnify and hold harmless the other from and against any damage, liability or expense, including costs and reasonable attorneys' fees incurred because of such claim.

Section 14. Patriot Act.

A. Definitions. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("***Patriot Act***") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, and the USA FREEDOM Act dated June 2, 2015 are collectively referred to as the "***Patriot Rules***" and are incorporated into this Section.

B. Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser's or Seller's knowledge:

- (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("***OFAC***"),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,

- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the “*Non-Blocked Party*”) and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 15. General Provisions.

A. Integration; Modification. This Agreement constitutes the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

B. Further Actions. The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. Confidentiality. The Parties shall keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, “*Negotiation Information*”), strictly confidential and shall not disclose (and shall cause its attorneys consultants, and agents not to disclose) Negotiation Information to any third party, without the other party’s prior written consent, which consent may be granted or withheld. The obligations of this Section will survive Closing or the termination of this Agreement for a period of three (3) months. Nothing in this Section will be deemed to prohibit disclosure of

any information that is generally available to the public or is required to be disclosed pursuant to the Illinois Freedom of Information Act (140 ILCS 5/1 *et seq.*).

D. Interpretation.

1. **Presumption.** There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

2. **Compliance with Applicable Laws; Governing Law.** In performing their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("***Applicable Laws***"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.

3. **Headings and Exhibits.** The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A:	Legal Description and Depiction of Property
Exhibit B:	Title Commitment

4. **Non-Waiver.** Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.

5. **Severability.** If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.

6. **Time.** Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

7. **Merger.** The terms, provisions, warranties and covenants made herein, shall not survive the Closing and delivery of the Seller's Deed and other instruments of conveyance, and as such, this Agreement shall be merged therein, except as otherwise specifically provided herein to the contrary.

E. Enforcement.

1. **Default.**

(a) **Purchaser Default.** If Purchaser fails to perform an obligation under this Agreement, and does not, within five (5) days after receiving written notice from Seller of such failure, either (i) cure such failure, or (i) if such failure cannot reasonably be cured within five (5) days, commence and diligently pursue a cure for such failure, then Purchaser will be in default of this Agreement and Seller may (i) terminate this Agreement, or (ii) pursue any other available remedy available at law or in equity, including without limitation an action for specific performance.

(b) **Seller Default.** If (i) Seller fails to perform an obligation under this Agreement, or (ii) any representation or warranty made by Seller hereunder is untrue when made or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within five (5) days after receiving written notice from Purchaser of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true, or (ii) if such failure cannot reasonably be cured within five (5) days or if such action cannot reasonably be completed within five (5) days, commence and diligently pursue a cure for such failure or such action, then Seller will be in default of this Agreement and Purchaser may (i) terminate this Agreement, or (ii) pursue any other remedy available at law or equity, including without limitation an action for specific performance. Without limiting Purchaser's rights under the preceding sentence, if (i) a representation or warranty made by Seller becomes materially untrue, but not as the result of an act or omission of Seller, or (ii) a Closing Contingency is not satisfied, then Purchaser may terminate this Agreement.

2. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

3. **Prevailing Party Attorney Fees.** In any litigation filed to enforce this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorneys' fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation.

4. **Venue.** Venue for any litigation concerning the enforcement of this Agreement will be in the Circuit Court of Kane County, Illinois, or the Federal District Court for the Northern District of Illinois, Eastern Division.

F. **Execution of Agreement.**

1. **Board Approval Required.**

(a) **Effectiveness; Irrevocable Offer.** Purchaser acknowledges that (i) this Agreement is not effective until it is approved by Purchaser's Village Board in accordance with Applicable Laws and executed by Purchaser's Village President, (ii) by executing this Agreement and delivering it to Purchaser, Seller has made an offer to Purchaser to enter into this Agreement, (iii) such offer may be accepted by the lawful approval of the Agreement by Purchaser's Village Board, and (iv) that such offer is irrevocable until May 31, 2023.

(b) **Consideration.** Seller acknowledges that Purchaser's good faith consideration of this Agreement and Seller's irrevocable offer, is adequate consideration for Seller's agreements in this Section.

2. **Counterparts and Effectiveness.** The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

3. **Representations and Warranties.** Purchaser and Seller warrant to each other that (i) they have the requisite power and authority to enter into and perform the terms of this Agreement, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (a) they have been duly authorized by all necessary action and authority, and (b) do not violate any agreement to which it is a party, and (iii) no other proceedings on its part are necessary in order to permit him, her, or it to consummate the transactions contemplated hereby, and (iv) the person executing this Agreement on its behalf, is fully authorized to execute this Agreement, and, by doing so, to bind or it to the obligations under this Agreement.

G. **Notices.** Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this Agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

To Seller: Haeger Industries, Inc.
c/o Alexandra H. Estes, Registered Agent
510 Market Loop #104
West Dundee, Illinois 60118
Email: craig_zachrich@msn.com

With a copy to: Rachel K. Robert
Day & Robert, PC
300 E. Fifth Avenue, Suite 365
Naperville, Illinois 60563
Email: rkr@drm.law

To Buyer: Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118
Attn: Erika Storlie, Village Administrator
Email: estorlie@eastdundee.net

With a copy to: Elrod Friedman LLP
325 N. LaSalle St. Suite 450
Chicago, Illinois 60654
Attn: Kelley A. Gandurski / Megan R. Cawley
Email: Kelley.Gandurski@ElrodFriedman.com /
megan.cawley@ElrodFriedman.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

H. Time of Essence. Time is of the essence to this Agreement and to all dates and time periods set forth herein.

[SIGNATURE PAGE FOLLOWS]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

SELLER:

HAEGER INDUSTRIES, INC.,
an Illinois corporation

By: 

Name: Alexandra H. Estes
Title: President

ATTEST:

By: 

Name: Craig S. Zachrich
Title: Secretary

Date Seller executed: _____, 2023

PURCHASER:

VILLAGE OF EAST DUNDEE,
an Illinois home-rule municipal corporation

By: _____

Name: Jeffrey J. Lynam
Title: Village President

ATTEST:

By: _____

Name: Katherine Diehl
Title: Village Clerk

Date Purchaser executed: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

(To be confirmed with the Title Company and Surveyor)

LOTS 9 AND 10 IN BLOCK 11 IN EAST DUNDEE ORIGINAL TOWN, IN SECTION 26,
TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN
KANE COUNTY, ILLINOIS

PIN: 03-23-360-009-0000

PIN: 03-23-360-010-0000



NW Corner of Maiden & South Van Buren (two parcels within the blue box)

EXHIBIT B
TITLE COMMITMENT

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number:

CCHI2301435LD

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Michael J. Nolan
Authorized Officer or Agent

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ALTA Commitment for Title Insurance (08/01/2016)



CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. CCHI2301435LD****Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Order Number: CCHI2301435LD**Property Ref.: Elrod Friedman - East Dundee, IL****SCHEDULE A**

1. Commitment Date: March 3, 2023
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$10,000.00
 - (b) ALTA Loan Policy 2006
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Haeger Industries Inc., a Corporation of Illinois
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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ALTA Commitment for Title Insurance (09/01/2016)

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EXHIBIT "A"
Legal Description

Lots 9 and 10 in block 11 in East Dundee Original Town, in section 26, township 42 North , range 8, East of the Third Principal Meridian in Kane County , Illinois

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Name and Address of Title Insurance Company: Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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Name and Address of Title Insurance Company: Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 777/0 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

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**SCHEDULE B, PART II
EXCEPTIONS
(continued)**

9. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
- A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document;
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

- A 10. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 03-23-360-009 1 of 2

The first installment amounting to \$429.36 is not delinquent before .

Affects the North half of lots 9 and 10

Permanent Tax No.: 03-23-360-010 2 of 2

The first installment amounting to \$429.36 is not delinquent before .

Affects the South half of lots 9 and 10

- K 11. Note: Our searches appear to indicate that the subject land is not presently encumbered by a recorded Mortgage. This must be substantiated by a sworn statement from the party in title, and this commitment is

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SCHEDULE B, PART II
EXCEPTIONS
 (continued)

subject to such further exceptions, if any, as may be deemed necessary

- C 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: Haeger Industries Inc.,
- (a) A Copy of the corporation By-laws and Articles of Incorporation
- (b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- (c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- (d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- D 13. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- E 14. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
- G 15. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- H 16. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- I 17. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
 (This note will be waived for policy).

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alla.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“*Agreement*”) is made and entered into as of _____, 2023 (Purchaser will fill in the date after the Village Board gives its approval) (the “*Effective Date*”) by and between the **VILLAGE OF EAST DUNDEE**, an Illinois home-rule municipal corporation (“*Purchaser*”), and **HAEGER INDUSTRIES, INC.**, an Illinois corporation (“*Seller*”). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the “*Parties*”) agree as follows:

Section 1. Recitals.

A. **Parcel.** ~~The~~ Seller owns fee simple title to that certain real property consisting of a rectangular parcel commonly known as the Northwest Corner of Van Buren Street and Maiden Lane, East Dundee, Illinois, and which parcel is legally described and depicted on *Exhibit A* attached hereto (the “*Parcel*”).

B. **Property Description.** Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser: (i) the Parcel, (ii) the improvements thereon, if any, (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent to, contiguous to, or adjoining the Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Parcel, running to or in favor of Seller (collectively, the “*Property*”), subject to this Agreement.

Section 2. Incorporation of Recitals.

Seller and Purchaser hereby adopt and incorporate the ~~The~~ Recitals and agree that the construction of this Agreement shall be guided thereby. ~~are incorporated into this Agreement.~~

Section 3. Purchase and Sale; Purchase Price.

A. **Purchase Price.** Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement. The purchase price for the Property is \$98,000.00 (the “*Purchase Price*”).

B. **Earnest Money.** There shall be no earnest money deposit.

C. **Balance of Purchase Price.** Purchaser shall pay the Purchase Price, plus or minus prorations, credits, and adjustments as provided in this Agreement, at the Closing (as defined below) through a Closing Escrow (defined in Section 10 below) by wire transfer in accordance with wire instructions provided by ~~the~~ Chicago Title Insurance Company (the “*Title Company*”).

Section 4. The Parties’ Preliminary Obligations and Rights.

A. **Seller's Deliveries.** Within ~~ten~~^{five} (105) business days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney copies of all of the following pertaining to the Property in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto;³ (ii) existing survey(s) of the Property;³ (iii) any environmental reports, including Phase I and Phase II reports, soil testing or other reports or documents related to proposed development of the Parcel;³ (iv) any and all notices and correspondence regarding compliance with laws, including environmental and zoning laws;³ (v) all contracts and services agreements binding on the Property,³ and (vi) any unrecorded easements, licenses, or other rights to occupy or use the Property (collectively "**Seller's Deliveries**"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete, and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorneys.

B. **Title Commitment.** Purchaser has obtained the following preliminary title commitment No. CCH12301435LD for the Property ("**Title Commitment**"). ~~The~~ Title Commitment is attached to and incorporated as **Exhibit B** to this Agreement. Seller agrees to use this Title Commitment and to obtain a commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (2006 version) (i) in the amount of the Purchase Price, (ii) with the following endorsements: an extended coverage endorsement over all standard exceptions (1-6) of Schedule B Part II of the Title Commitment defined below ("**Schedule B**"), Access Endorsement to both Maiden Lane and Van Buren Street³, Location Endorsement and an Encroachment Endorsement, if any encroachments are shown on the Survey, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (as defined in Section 5.B.4) (the "**Title Policy**"). Purchaser shall pay the cost for the Title Policy with the aforementioned endorsements and any other endorsements it requests.

C. **Surveys and Plats.** Within ~~thirty~~ (30) days ~~after of~~ the Effective Date, ~~Purchaser-the Seller~~ will obtain an ALTA/NSPS standard survey ("**Survey**") of the Property, that ~~(ie)~~ is prepared by a surveyor approved by Purchaser, ~~(iib)~~ will be certified in favor of Seller, Purchaser and the Title Company, ~~(iiie)~~ complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, ~~(ivd)~~ contains a certification as to the total acreage of the Property, ~~(ve)~~ includes the Table A Items 1, 2, 3, 4, 8, 9, 10, 11b, 13, 16, 19 (in the amount of \$2,000,000), and ~~(vif)~~ is provided to Purchaser in digital format in NAD 83 State Plane Coordinates, ~~along with -and Seller shall provide~~ eight (8) hard copies, ~~of the ALTA Survey to Purchaser. Purchaser~~ Seller shall pay the cost for the ~~ALTA~~ Survey.

~~D. — Environmental Assessment. Beginning on the Effective Date, Purchaser may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property, (ii) tests or borings of the soil on the Property, (iii) asbestos testing of any improvements located on the Parcel, and (iv) other investigations or analyses concerning the environmental and physical condition of the Parcel (collectively, "Environmental Assessments"). At Seller's request, Purchaser shall provide a copy of any completed Environmental Assessment to Seller.~~

Section 5. Due Diligence Period.

A. **Period; Access; Indemnity; Restoration-and-License.** During the period that begins on the Effective Date and ends on the ~~sixtieth~~^{one hundred twentieth} (60th120th) day after the Effective

Date (“***Due Diligence Period***”), Purchaser may enter upon the Property at all reasonable times to conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires (“***Due Diligence Activities***”). ~~The Due Diligence Period may be extended, if needed, upon the mutual written agreement of the Parties.~~ The Due Diligence Activities may include, without limitation, reviews of Seller’s Deliveries, the Title Commitment, the ~~ALTA~~ Survey, and obtaining any environmental investigation, reports or assessments on the Property. Prior to accessing the Property for any Due Diligence Activities, Purchaser shall provide the Environmental Assessments. Seller hereby grants to Purchaser a license during the Due Diligence Period, for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Property at any time upon at least one (1) business day’s prior written notice (by email is acceptable) to Seller’s designated representative, Craig Zachrich. All Due Diligence Activities shall be conducted at the sole expense of Purchaser without contribution of any kind or amount by Seller. Purchaser shall not cause or permit any mechanic’s or other liens to be filed against the Property as a result of the Due Diligence Activities. Upon request by Seller, Purchaser shall promptly provide Seller with copies of any reports received by Purchaser in connection with any Due Diligence Activities performed. Purchaser shall promptly and substantially restore and regrade any disturbed areas on the Property resulting from any Due Diligence Activities so as to return the Property to its pre-existing condition and also to minimize any safety or security risk. Purchaser also agrees to indemnify, hold harmless and defend Seller, its officers, employees, agents and assigns from any and all liabilities, injuries, damages and losses caused directly or indirectly from the entry onto the Property or any Due Diligence Activities conducted on the Property by Purchaser, its agents, employees or any other person retained by Purchaser to perform any Due Diligence Activities. In the event Purchaser notifies Seller in writing on or before expiration of the Due Diligence Period that the Property is not suitable for Purchaser’s intended use as determined by Purchaser in its sole discretion, then the transaction contemplated herein shall be rendered null and void and this Agreement shall be deemed terminated without any liability on the part of either Purchaser or Seller. If Purchaser fails to so notify Seller on or before expiration of the Due Diligence Period, then Purchaser shall be deemed to have elected to purchase the Property in its “AS-IS WHERE-IS” condition in accordance with the terms and conditions set forth herein and this Agreement shall remain in full force and effect.

B. Review of Title Commitments and Surveys.

1. Identification of Unpermitted Exceptions and Commitment to Cure.

Upon the later of (i) ~~the sixtieth one hundred twentieth (60120th)~~ day after the Effective Date, and (ii) the tenth (10th) business day following Purchaser’s receipt of the Title Commitment ~~and the Survey~~, Purchaser shall send written notice (“***Title Objection Notice***”) identifying any matter identified in such Title Commitment or Survey that Purchaser determines, will adversely affect Purchaser’s intended redevelopment of the Property, (the “***Unpermitted Exceptions***”), and ~~the~~ Seller commits, at Seller’s cost, to ~~(i)~~ cure or remove the Unpermitted Exceptions, or ~~(ii)~~ cause the Title Company to insure over the Unpermitted Exceptions (“***Commitment to Clear Exceptions***”). Notwithstanding the process identified in this Section 5.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein (collectively, the “***Must Cure Exceptions***”): (i) each mechanics’, materialmen’s, repairmen’s, contractors’ or other lien that encumbers the Property, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security

deed, and other security instrument that encumbers the Property, (iii) all past due Real Estate Taxes (defined in Section 10.F) applicable to the Property (collectively the “**Past Due Taxes**”), ~~these Past Due Taxes are an Unpermitted Exception and Seller agrees to clear the Past Due Taxes at or before Closing,~~ (iv) each judgment against Seller that may constitute a lien against the Property, and (v) title exceptions 1-6, 7, 8, 9, 11, 12, 14, 15, and 16 on Schedule B which is part of the Title Commitment attached as Exhibit B.

2. **Seller’s Compliance with Commitment to Clear Exception.** At least ~~ten~~ (10) days prior to Closing, Seller shall deliver to Purchaser an updated Title Commitment, showing that all Unpermitted Exceptions that Seller committed to clear in the Commitment to Clear Exceptions have been cleared. If ~~Seller it~~ fails to do so, then Purchaser, at any time, may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exceptions that Seller committed to, but failed to, clear, in which case Purchaser will be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and shall accept Seller’s Deed at Closing subject to the uncleared or uninsured Unpermitted Exceptions, or (ii) terminate this Agreement.

3. **Deliberately omitted.**

4. **Permitted Exceptions.** Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice, or (ii) is not defined in Section 5.B.1 as an Unpermitted Exception or a Must Cure Exception, or (iii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 5.B.2, is a “**Permitted Exception**.”

~~5. **Effect of Termination.** In the event of a termination pursuant to Section 5.B.2, neither party shall have any claim or obligation under this Agreement, except (i) if Seller caused an Unpermitted Exception by a willful or wrongful act or omission, then Purchaser may pursue any and all remedies available at law or in equity and (ii) for those rights, liabilities, and obligations that expressly survive the termination of this Agreement.~~

~~C. **Review of Environmental Assessments; Environmental Work.**~~

~~(i) **Remediation Notice.** If Purchaser determines through its review of an Environmental Assessment, that there exists within the Property a condition that (a) may require environmental clean up, remediation, or (in the case of underground and above ground storage tanks (collectively, “**Storage Tanks**”)) removal, and (b) may adversely affect Purchaser’s intended redevelopment of the Property (an “**Environmental Condition**”), then, before the end of the Due Diligence Period, Purchaser may send Seller either (a) a written notice terminating this Agreement, in which event neither party shall have any further liability to the other or (b) a written notice describing all clean up work, remediation work, and removal of Storage Tanks that is required with respect to the Property (collectively, the “**Environmental Work**”) in reasonable detail and requesting that Seller either (1) perform or cause to be performed the described Environmental Work before the Closing or (2) provide Purchaser with a credit at Closing~~

(the "~~Remediation Credit~~") for the costs and expenses of the Environmental Work (a "~~Remediation Notice~~").

- (ii) ~~Seller's Obligation to Complete Environmental Work; Remediation Notice Response.~~ With respect to a Remediation Notice timely submitted during the Due Diligence Period, then within 5 business days after receiving the Remediation Notice, Seller shall provide Purchaser with a written notice (a "~~Remediation Notice Response~~") stating whether Seller (a) will comply with Purchaser's request to perform the Environmental Work before the Closing or provide a Remediation Credit at the Closing or (b) declines to perform the Environmental Work before, or provide the Remediation Credit at, the Closing. If Seller does not timely provide a Remediation Notice Response, it will be deemed to have declined to either perform the Environmental Work or provide a Remediation Credit. If Seller declines to perform the Environmental Work before the Closing or provide the requested Remediation Credit, then Purchaser may terminate this Agreement. Should Purchaser decide to proceed to Closing then Purchaser agrees to accept the condition of the Property "~~As is; Where is~~".

- (iii) ~~Performance of Environmental Work.~~ If Seller elects to complete Environmental Work in response to a Remediation Notice, then Seller, at its own expense, shall hire a reputable and competent contractor selected by the Parties to complete the Environmental Work before the Closing.

~~D. — Purchaser's Right to Terminate.~~ In addition to its termination rights pursuant to Section 5.B, not later than the last day of the Due Diligence Period (the "~~Approval Deadline~~"), Purchaser may deliver to Seller a written notice stating that, based on the results of the Due Diligence Activities, the Property are not suitable for Purchaser's intended uses, as determined by Purchaser in its sole and absolute discretion, and that Purchaser has elected to terminate this Agreement ("~~Termination Notice~~").

~~E. — Restoration.~~ If a Due Diligence Activity damages the Parcel, and Purchaser does not acquire the Property, then Purchaser shall restore the Parcel to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.

Section 6. Representations and Warranties. ~~A. General Representations and Warranties.~~

Seller, represents and warrants to Purchaser that, as of the date hereof and as of the date of Closing:

- (i) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;
- (ii) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service, maintenance, or other contracts that which will be binding upon Purchaser or the Property after the Closing;

- (iii) the Property ~~isare~~ not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits, or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions, or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims, suits, actions, complaints, petitions, or unsatisfied orders by or in favor of any party whatsoever;
- (iv) to the best of Seller's knowledge, there are no threatened requests, applications, or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property;
- (v) to the best of Seller's knowledge, there are no unrecorded easements, liens, or encumbrances affecting the Property;
- (vi) Seller has received no written notice of, and to the best of Seller's knowledge, there is not any violation of any law, ordinance, order, regulation, or requirement, including, but not limited to, building, zoning, environmental, safety, and health ordinances, statutes, regulations, and requirements issued by any governmental body or agency having jurisdiction over the Property;
- (vii) to the best of Seller's knowledge, ~~without any duty on Seller to conduct any investigation or inquiry of any kind, and except as may be disclosed in any environmental report, assessment or investigation, Seller is not aware of the Environmental Assessments~~ (a) any use of the Property for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in 14.D.2) governing environmental matters ("**Environmental Laws**") (collectively, "**Hazardous Materials**") ~~has been in compliance with all Environmental Laws,~~ (b) there are not any Hazardous Materials present on the Property, ~~and (c) the Property is currently in compliance with all Environmental Laws;~~ and (c) there are currently no ~~sStorage tTanks~~ on the Property; ~~and any sStorage tTanks formerly located on the Property were removed in compliance with all Environmental Laws;~~
- (viii) except as disclosed in Seller's Deliveries, Seller has received no written notice of (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on the Property, or (b) any alleged violation of any Environmental Laws;
- (ix) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986;
- (x) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation

of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller's part are necessary in order to permit Seller to consummate the transaction contemplated hereby; and

- (xi) Neither Seller nor any of its affiliates have (a) commenced a voluntary case, or had entered against them a petition, for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (b) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding to hold, administer, and/or liquidate all or substantially all of their respective assets, (c) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors, or (d) made a general assignment for the benefit of creditors.
- (xii) each person executing this Agreement on behalf of Seller is fully authorized to do so and, by doing so, to bind Seller to its obligations under this [Agreement](#).

At Purchaser's request, ~~the~~ Seller, shall reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of Closing.

~~**B. — Survival; Indemnification.** Seller's representations and warranties shall survive Closing. Seller agrees to indemnify, hold harmless, and defend Purchaser, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments, or decrees of any kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in Seller's representations or warranties contained herein.~~

Section 7. Seller's Covenants and Agreement.

 Seller covenants and agrees with Purchaser from the Effective Date until the Closing:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Property, without Purchaser's prior written consent,
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property, without Purchaser's prior written consent,
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions),
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property,

- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate, and
- ~~(vi) Seller, at its own expense, and before Closing, shall completely remove all materials, equipment, signs, personal property, garbage and debris located at or on the Property in accordance with all Applicable Laws (as defined in Section 14.D.(ii)), except for the Transferred Personal Property (defined in Section 10.C.(xii) below);~~
- ~~(vii) Seller, at its own expense, and before Closing, shall complete all Environmental Work which it has agreed to perform in accordance with Section 5.C above, and~~
- (vi~~ii~~) Seller shall continue to maintain and keep the Property in its current condition, ~~use commercially reasonable efforts to comply with all Applicable Laws materially affecting it,~~ and pay taxes and mortgage payments, if any, on it as they become due.

Section 8. Bulk Sales/Illinois Income Tax Withholding AS-IS, WHERE IS Transaction.

Except for the representations and warranties of Seller expressly set forth in this Agreement, Purchaser warrants and acknowledges to and agrees with Seller that Purchaser is purchasing the Property in its "AS-IS, WHERE IS" condition "with all faults" as of the date of Closing and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature, or type whatsoever from or on behalf of Seller. Except for the representations and warranties of Seller expressly set forth in this Agreement, Seller specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning (i) the value, nature, quality or condition of the Property, including without limitation, the water, soil and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, including the possibilities for future development or redevelopment of the Property, (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair or lack of repair of the Property, (viii) the presence or absence of Hazardous Materials at, on, under, or adjacent to the Property or any other environmental matter or condition of the Property, or (ix) any other matter with respect to the Property. Purchase acknowledges and agrees that, except for the representations and warranties of Seller contained in this Agreement, any information provided by or on behalf of Seller with respect to the Property, including without limitation, the Seller's Deliveries, was obtained from a variety of sources and that Seller has not made and has made no representations that it has made any independent investigation or verification of such information and makes no representations or warranties as to the accuracy or completeness of such information. Seller shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person except for the express representations or warranties set forth in this Agreement. Purchaser further

acknowledges and agrees that Purchaser is a sophisticated and experienced Purchaser of properties such as the Property and has been duly represented by counsel in connection with the negotiation of this Agreement. Seller has made no agreement to alter, repair or improve any of the Property.

The Closing shall constitute acknowledgement by Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and except as otherwise expressly set forth in this Agreement, the condition of the Property is acceptable to Purchaser. Purchaser agrees that, except as otherwise expressly set forth in this Agreement, Seller shall have no liability for any claims or losses which Purchaser or Purchaser's successors or assigns may incur as a result of construction or other defects, which may now or hereafter exist with respect to the Property.

The terms and conditions of this Section 8 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be incorporated into the deed. Purchaser acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth above.

At least 20 days prior to the Closing, Purchaser shall, with Seller's full cooperation, notify the Illinois Department of Revenue (the "~~Department~~") and the Illinois Department of Employment Security ("~~IDES~~") of the intended sale of the Property and request the Department and IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j or under the Section 2600 of the Illinois Unemployment Insurance Act (collectively the "~~Bulk Sale Act~~"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act ("~~Release~~"). Five business days prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act (collectively, "~~Release~~"). Purchaser may, at the Closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by the Bulk Sale Act, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the Bulk Sale Act. Seller shall indemnify, defend and hold harmless Purchaser, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller's failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property, or (iii) otherwise comply with any bulk sales laws of the State of Illinois or Kane County. The foregoing indemnity shall survive the Closing Date.

Section 9. Conditions Precedent to Closing.

Purchaser's obligation to close is subject to each and all of the following conditions being satisfied by Seller, or waived in writing by Purchaser (the "***Closing Contingencies***"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 10.C, and
- (v) the Title Company has issued or is irrevocably committed to issue the Title Policy.

Purchaser may inspect the Property within forty-eight (48) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 14.E.1.

Section 10. Closing.

A. Conveyance and Possession. At Closing, Seller shall convey fee simple title to the Property to Purchaser by delivery of Seller's warranty deed ("***Seller's Deed***") in recordable form conveying fee simple title to the Property, subject only to Permitted Exceptions. Seller shall deliver full and complete possession of the Property to Purchaser upon Closing. Seller shall deliver the Property to Purchaser in its condition as of the Effective Date, except ~~to the extent that Seller has agreed to perform, and has completed, Environmental Work, and except~~ for ordinary wear and tear.

B. Time, Place; Closing Escrow.

1. Time. The Closing will occur ~~(i)~~ no later than the thirtieth (30th) day following the later of: (a) the expiration of the Due Diligence Period ~~and (b) the completion of any Environmental Work that Seller is required, or has agreed, to complete or provide a Remediation Credit for;~~ or (b) on another date mutually agreed to in writing by the Parties (the "***Closing Date***").

2. Place. The Closing will be at the office of the Title Company at 10 S. LaSalle St., Chicago, Illinois ~~or 40 S. LaSalle St., Chicago, Illinois~~ or 500 Skokie Blvd, Suite 290, Northbrook, Illinois. The Parties need not physically attend ~~the~~ Closing.

3. Closing Escrow. On or before the Closing, Purchaser and Seller shall establish an escrow in the usual form of deed and money escrow agreement then in use by the Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a "***Closing Escrow***"). The Closing will be a "New York" style closing. The cost of the Closing Escrow shall be paid by Purchaser.

C. Seller Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable), in form and substance satisfactory to Purchaser:

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- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property,
- (ii) Seller's Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions,
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws [\(as defined below\)](#),
- (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (viii) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code,
- (ix) a signed Pro Forma [T](#)itle [P](#)olicy.

~~(x) An agreement to repropate the real estate taxes on the Property in the form attached as Exhibit C pursuant to Section 10.F,~~

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~~(xi)~~ [\(x\)](#) An Affidavit of Title in a form acceptable to Purchaser,

~~(xii) A bill of sale (with general warranty of title) conveying to Purchaser any the personal property noted on Exhibit D,~~

~~(xiii) Releases from the Department, IDES and Kane County, pursuant to Section 8, and~~

~~(xiv) A release of liens from all real estate brokers, finders and salespersons with respect to this Agreement.~~

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D. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and

substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
- (ii) a counterpart to the closing statement,
- (iii) to the extent required by the Title Company, a “gap” undertaking in customary form and substance for the “gap” period” through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) real estate transfer declarations or exemptions required by Applicable Laws,
- (vi) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, and
- (vii) Certified copies of the ordinances, and resolutions, associated with this Agreement, as required.

E. Closing Costs. At Closing, Seller shall pay (i) fifty (50%) percent of the Title Company’s closing fees related to such Closing, ~~except for the Closing Escrow which shall be paid by Purchaser, and~~ (ii) Seller’s attorney’s fees related to such Closing, ~~(iii) the Remediation Credit, if any, applicable to Environmental Work completed prior to such Closing, (iv) the cost of the Survey.~~ Purchaser shall pay (i) fifty (50%) percent of the Title Company’s closing fees related to such Closing, (ii) one hundred (100%) percent of the costs incurred in recording ~~the~~ Seller’s Deed, and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs incurred in connection with Purchaser’s Due Diligence Activities related to the Due Diligence Period, (iv) Purchaser’s attorneys’ fees related to such Closing, ~~and~~ (v) the cost of the Title Policy and ~~endorsements to the Title Policy requested by Purchaser; (vi) the cost of the Survey; and (vii) the full cost of the Closing Escrow.~~

F. Prorations. All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, “**Real Estate Taxes**”) shall be prorated on an accrual basis and on a per diem basis up to and including the Closing Date, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same. ~~Seller shall If any Real Estate Taxes are assessed against the Property as of Closing Date, then Seller shall~~ give to Purchaser a credit at ~~the~~ Closing for the years 2022 (payable in 2023) and 2023 (payable in 2024) based on one hundred and five (104.5%) percent of the last tax bill. ~~and the Parties agree that when the actual Real Estate Tax bill is issued that they will re-prorate the amount due. The Parties agree to sign the Tax Reprotation Agreement attached as Exhibit C.~~ All water, sewer, and other utility charges, if any, shall be prorated as of Closing.

Section 11. Casualty; Condemnation. Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation, damage or destruction of the Property occurring

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prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed by an insured casualty, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award or payment under any insurance policies (other than business interruption or rental loss insurance) toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, receiving from Seller an amount equal to any applicable deductible under any such insurance policy and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller and Escrowee within ten (10) business days after Purchaser has received written notice from Seller of such material condemnation, damage or destruction. If, prior to the Closing, a portion of the Property is condemned, damaged or destroyed and such portion is not a material portion of the Property, the proceeds of any condemnation award or payment and any applicable deductible under any insurance policies shall be applied toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this Section 11, the term "material portion" shall mean greater than ten (10%) percent of the value of the Property or an absence of reasonable access to the Property. If the damage or destruction arises out of an uninsured risk, Seller shall elect, by written notice within ten (10) days of the occurrence of such damage or destruction either to terminate this Agreement or to close the transaction contemplated hereby with a reduction of the Purchase Price equal to the costs of repairing the Property, as reasonably estimated by an engineer engaged by Seller and reasonably acceptable to Purchaser.

Section 12. Brokers. Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim against Purchaser or Seller for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, then Purchaser or Seller, as the case may be, shall indemnify and hold harmless the other Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees incurred that Purchaser incurs because of such claim.

Section 13. Patriot Act.

A. Definitions. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("***Patriot Act***") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, and the USA FREEDOM Act dated June 2, 2015 are collectively referred to as the "***Patriot Rules***" and are incorporated into this Section.

B. Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser's or Seller's knowledge:

- (i) not a “blocked” person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“*OFAC*”),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the “*Non-Blocked Party*”) and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 14. General Provisions.

A. Integration; Modification. This Agreement constitutes the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

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B. Further Actions. The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. Confidentiality. The Parties shall keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, “**Negotiation Information**”), strictly confidential and shall not disclose (and shall cause its attorneys consultants, and agents not to disclose) Negotiation Information to any third party, without the other party’s prior written consent, which consent may be granted or withheld. The obligations of this Section will survive Closing or the termination of this Agreement for a period of three (3) months. Nothing in this Section will be deemed to prohibit disclosure of any information that is generally available to the public or is required to be disclosed pursuant to the Illinois Freedom of Information Act (140 ILCS 5/1 *et seq.*).

D. Interpretation.

1. Presumption. There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

2. Compliance with Applicable Laws; Governing Law. In performing their obligations under this Agreement, the Parties shall comply will all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws (“**Applicable Laws**”). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.

3. Headings and Exhibits. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description and Depiction of Property
Exhibit B: Title Commitment
~~Exhibit C: Tax Reproration Agreement~~
~~Exhibit D: List of Personal Property~~

4. Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.

5. Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to

the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.

6. **Time.** Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

7. **Merger.** The terms, provisions, warranties and covenants made herein, shall not survive the Closing and delivery of the Seller's Deed and other instruments of conveyance, and, as such, this Agreement shall be merged therein, except as otherwise specifically provided herein to the contrary.

E. Enforcement.

1. Default.

(a) **Purchaser Default.** If Purchaser fails to perform an obligation under this Agreement, and does not, within five (5) days after receiving written notice from Seller of such failure, either (i) cure such failure, or (i) if such failure cannot reasonably be cured within five (5) days, commence and diligently pursue a cure for such failure, then Purchaser will be in default of this Agreement and Seller may (i) terminate this Agreement, or (ii) pursue any other available remedy available at law or in equity, including without limitation an action for specific performance, as its sole and exclusive remedy.

(b) **Seller Default.** If (i) Seller fails to perform an obligation under this Agreement, or (ii) any representation or warranty made by Seller hereunder is untrue when made or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within five (5) days after receiving written notice from Purchaser of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true, or (ii) if such failure cannot reasonably be cured within five (5) days or if such action cannot reasonably be completed within five (5) days, commence and diligently pursue a cure for such failure or such action, then Seller will be in default of this Agreement and Purchaser may (i) terminate this Agreement, or (ii) pursue any other remedy available at law or equity, including without limitation an action for specific performance. Without limiting Purchaser's rights under the preceding sentence, if (i) a representation or warranty made by Seller becomes materially untrue, but not as the result of an act or omission of Seller, or (ii) a Closing Contingency is not satisfied, then Purchaser may terminate this Agreement.

2. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

3. **Prevailing Party Attorney Fees.** In any litigation filed to enforce this Agreement, the prevailing pParty will be entitled to recover from the other pParty its reasonable attorneys' fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation.

4. **Venue.** Venue for any litigation concerning the enforcement of this Agreement will be in the Circuit Court of Kane County, Illinois, or the Federal District Court for the Northern District of Illinois, Eastern Division.

F. Execution of Agreement.

1. Board Approval Required.

(a) **Effectiveness; Irrevocable Offer.** Purchaser acknowledges that (i) this Agreement is not effective until it is approved by Purchaser's Village Board in accordance with Applicable Laws and executed by the Purchaser's Village President, (ii) by executing this Agreement and delivering it to Purchaser, Seller has made an offer to Purchaser to enter into this Agreement, (iii) such offer may be accepted by the lawful approval of the Agreement by Purchaser's Village Board, and (iv) that such offer is irrevocable until May 31, 2023.

(b) **Consideration.** Seller acknowledges that Purchaser's good faith consideration of this Agreement and Seller's irrevocable offer, is adequate consideration for Seller's agreements in this Section.

2. **Counterparts and Effectiveness.** The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

3. **Representations and Warranties.** Purchaser and Seller ~~its successors and assigns represents and warrants~~ to each other that (i) ~~or they have it has~~ the requisite power and authority to enter into and perform the terms of this Agreement, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (a) ~~they~~ have been duly authorized by all necessary action and authority, and (b) do not violate any agreement to which it is a party, and (iii) no other proceedings on its part are necessary in order to permit him, her, or it to consummate the transactions contemplated hereby, and (iv) the person executing this Agreement on its behalf, is fully authorized to execute this Agreement, and, by doing so, to bind or it to the obligations under this Agreement.

G. Notices. Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this Agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

To Seller: The Haeger Industries, Inc.
c/o Alexandra H. Estes, Registered Agent
510 Market Loop #104
West Dundee, Illinois 60118
Email: craig_zachrich@msn.com

With a copy to: Rachel K. Robert
Day & Robert, PC
300 E. Fifth Avenue, Suite 365
Naperville, Illinois 60563
Email: rkr@drm.law

To Buyer: Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118
Attn: Erika Storlie, Village Administrator
Email: estorlie@eastdundee.net

With a copy to: Elrod Friedman LLP
325 N. LaSalle St. Suite 450
Chicago, Illinois 60654
Attn: Kelley A. Gandurski / Megan R. Cawley
Email: Kelley.Gandurski@ElrodFriedman.com /
megan.cawley@ElrodFriedman.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

H. Time of Essence. Time is of the essence to this Agreement and to all dates and time periods set forth herein.

[SIGNATURE PAGE FOLLOWS]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

SELLER:

HAEGER INDUSTRIES, INC.

By:

Name: _____

PURCHASER:

VILLAGE OF EAST DUNDEE,
an Illinois municipal corporation

By: _____

Name: Jeffrey Lyman

Title: Village President

ATTEST:

Date Seller executed: _____, 2023

By: _____

Name: Katherine Diehl

Title: Village Clerk

Date Purchaser executed: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

(To be confirmed with the Title Company and Surveyor)

LOTS 9 AND 10 IN BLOCK 11 IN EAST DUNDEE ORIGINAL TOWN, IN SECTION 26,
TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN
KANE COUNTY, ILLINOIS

PIN 03-23-360-009-0000.

PIN: 03-23-360-010-0000.

EXHIBIT B
TITLE COMMITMENT

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number:

CCHI2301435LD

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Michael J. Nolan
Authorized Officer or Agent

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. CCHI2301435LD****Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@cti.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Order Number: CCHI2301435LD**Property Ref.: Elrod Friedman - East Dundee, IL****SCHEDULE A**

1. Commitment Date: March 3, 2023
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$10,000.00
 - (b) ALTA Loan Policy 2006
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Haeger Industries Inc., a Corporation of Illinois
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Lots 9 and 10 in block 11 in East Dundee Original Town, in section 26, township 42 North , range 8, East of the Third Principal Meridian in Kane County , Illinois

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CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. CCHI2301435LD**

Name and Address of Title Insurance Company: Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. CCHI2301435LD**

Name and Address of Title Insurance Company: Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II

EXCEPTIONS

(continued)

9. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
- A. The name and address of the party who prepared the document;
 - B. The name and address of the party to whom the document should be mailed after recording;
 - C. All permanent real estate tax index numbers of any property legally described in the document;
 - D. The address of any property legally described in the document;
 - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
 - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the appropriate transfer tax stamps affixed before it can be recorded.

This exception will not appear on the policy when issued.

- A 10. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 03-23-360-009 1 of 2

The first installment amounting to \$429.36 is not delinquent before .

Affects the North half of lots 9 and 10

Permanent Tax No.: 03-23-360-010 2 of 2

The first installment amounting to \$429.36 is not delinquent before .

Affects the South half of lots 9 and 10

- K 11. Note: Our searches appear to indicate that the subject land is not presently encumbered by a recorded Mortgage. This must be substantiated by a sworn statement from the party in title, and this commitment is

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

subject to such further exceptions, if any, as may be deemed necessary

- C 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: Haeger Industries Inc.,
- (a) A Copy of the corporation By-laws and Articles of Incorporation
- (b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- (c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- (d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- D 13. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- E 14. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
- G 15. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- H 16. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- I 17. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
(This note will be waived for policy).

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2301435LD

**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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EXHIBIT C

TAX REPRORATION AGREEMENT

The undersigned, ~~Haeger Industries, Inc., an Illinois corporation~~ (jointly "Seller"), and the ~~Village of East Dundee, an Illinois home-rule municipal corporation~~, (the "Village"), under a certain real estate sale contract dated _____, 2023 for the purchase and sale of property commonly known as the Northwest Corner of Van Buren Street and Maiden Lane, East Dundee, Illinois (the "Property"), hereby agree the parties will reparate the 2022 and 2023 real estate taxes assessed or imposed upon the Property on the basis of the actual 2022 and 2023 year tax bill. Seller agrees to remain in good standing with the State of Illinois and to have adequate funds on hand to comply with this agreement.

Seller agrees that Seller will promptly pay to Purchaser within thirty (30) days after receipt of a copy of the actual second installment real estate tax bill any increase, if any, between the actual tax bill and the amount credited to Purchaser at Closing. Purchaser agrees that Purchaser will promptly pay to Seller within thirty (30) days after receipt of a copy of the actual real estate tax bill any decrease, if any, between the actual tax bill and the amount credited to Purchaser at the Closing. Note that the 2023 real estate taxes will be prorated to the date of Closing. Any collection expenses, including court costs and reasonable attorney's fees, shall be paid by the party owing the money after the foregoing 30-day time period has elapsed.

Dated this ____ day of _____, 20__.

SELLER:

~~Haeger Industries, Inc., an Illinois corporation~~

PURCHASER:

~~Village of East Dundee,
An Illinois municipal corporation~~

BY: _____

ITS: _____

EXHIBIT D

PERSONAL PROPERTY

~~Any lighting systems located on the Parcel.~~

Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Subject: Text Amendment Regarding Fiscal Year Start Date

Date: June 26, 2023

Action Requested

Staff recommends Village Board approval of an ordinance amending Village Code Section 10.06 to state that the Fiscal Year is to begin on the first day of January.

Background and Summary

East Dundee is currently in a stub year fiscal year commencing May 1, 2023 and ending December 31, 2023 in order to change to a calendar year fiscal year on January 1, 2024 and ending December 31, 2024. Going forward each new fiscal year will match a calendar year and commence on January 1st and end on December 31st. Previously the fiscal year started on May 1st of each year and ended on April 30th of the subsequent year.

Section 10.06 should be amended as follows:

The fiscal year of the village shall commence on the first day of ~~May~~ January in each year.

Aligning the fiscal year with the calendar year will improve Village operations in numerous ways including allowing capital improvement projects to be bid earlier in the year to obtain more favorable pricing as well as aligning any changes to property tax with the budget process.

The budget process will now start annually in the fall with the goal of a final budget being adopted by the end of November.

Attachments

Ordinance

ORDINANCE NUMBER 23-_____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AMENDING VILLAGE CODE SECTION 10.06 FISCAL YEAR TO BEGIN ON THE FIRST DAY OF JANUARY

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

WHEREAS, the Village desires to amend the Village of East Dundee Village Code (“Village Code”) to provide rules and regulations relating to its fiscal year; and

WHEREAS, the Village is currently in a stub year fiscal year commencing May 1, 2023 and ending December 31, 2023 in order to start a new fiscal year on January 1, 2024 and ending December 31, 2024; and

WHEREAS, the President and Board of Trustees have determined it to be in the best interest of the Village to amend the Village Code fiscal year; and

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

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

SECTION 2: Amendments. That the Village Code is hereby amended as follows, with additions underlined and deletions struck through:

AMENDMENT ONE:

Section 10.06 of the Village Code, entitled “Rules on Construction; General Penalty” is hereby amended as follows:

The fiscal year of the village shall commence on the first day of ~~May~~
January in each year.

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

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

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

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

PASSED this _____ day of _____ 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Memorandum



To: Village President and Board of Trustees
Erika Storlie, Village Administrator

From: James R. Kruger, Chief of Police

Subject: Police Towing Services RFP Award

Date: June 26, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute a three-year agreement with one (1) two-year option to renew with Pete's A Towing of East Dundee, IL for the purpose of being the sole provider of Police Towing Services and Towing of Abandoned Vehicles for the Village of East Dundee.

Funding Source:

N/A

Summary:

To ensure competitive pricing and quality customer service to those who find their vehicle needing to be towed by the East Dundee Police Department/Village of East Dundee, staff issued this [Request for Proposals](#) (RFP) in May of 2023 to bid for these services.

The RFP was published in the Daily Herald and on the Village website. The request resulted in Pete's A Towing being the only company to submit a proposal. Previous experience using Pete's A Towing, along with a cost analysis between Pete's A Towing and other towing companies in the area has shown that Pete's A Towing consistently provides competitive prices and quality service.

The agreement is for three years and has one two-year renewal. The Village can terminate services under the agreement with the provider at any time.

Attachments:

Resolution
Professional Services Agreement
Pete's A Towing RFP Response

RESOLUTION NUMBER __-23

**A RESOLUTION AUTHORIZING AN AGREEMENT
WITH PETE'S A TOWING**

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

WHEREAS, from time to time, abandoned and other vehicles within the Village must be towed by the Village or East Dundee Police Department to clear traffic ways ("*Services*"); and

WHEREAS, the Village published a request for proposals for the *Services* in the Daily Herald on May 12, 2023; and

WHEREAS, Pete's A Towing ("*Contractor*") was the sole respondent to the request for proposals; and

WHEREAS, the Village has previously worked with the Contractor and the Contractor has consistently provided high-quality service to the Village; and

WHEREAS, pursuant to its home rule authority, the Board of Trustees of the Village of East Dundee desires to enter into an agreement with Contractor for the provision of *Services* ("*Agreement*"); and

WHEREAS, the Village finds that the Agreement is in the best interest of the Village;

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

Section One. Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of East Dundee.

Section Two. Acceptance of Agreement with Contractor. The Village Board of Trustees hereby approves the Agreement, attached hereto as **Exhibit A**, and in final form and amendments as deemed necessary by the Village Administrator and the Village Counsel.

Section Three. Effective Date. This Resolution shall be in full force and effect from and after its passage by a vote the Village Board of Trustees and approval in the manner required by law.

[SIGNATURE PAGE TO FOLLOW]

PASSED this _____ day of _____ 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

**VILLAGE OF EAST DUNDEE
PROFESSIONAL SERVICES AGREEMENT
WITH PETE'S A TOWING FOR TOWING SERVICES**

THIS AGREEMENT ("**Agreement**") is dated as of the ____ day of _____, 2023 ("**Effective Date**") and is by and between the Village of East Dundee, an Illinois home rule municipal corporation ("**Village**"), and Pete's A Towing, Inc., ("**the Consultant**") (collectively, the "**Parties**").

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant identified below to provide all necessary professional services and to perform the work in connection with the project described as follows: provide professional and reliable police towing services for the Village (collectively, the "**Services**").

B. Services. The Consultant has submitted to the Village a description of the Services and Fees to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement ("**Scope of Services**"). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement ("**Time of Performance**").

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed the schedule of fees as outlined in Exhibit A attached hereto and incorporated herewith ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Administrator after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on June 30, 2026, with one (1), two-year renewal option expiring on June 30, 2028, unless the Village elects to terminate pursuant to Section 4.B herein. A determination of completion or expiration of Services will not constitute a waiver of any rights or claims that the Village has, before or after completion or expiration, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be

performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq* subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by professionals providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Consultant Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (“**Event of Default**”), and fails to cure any the Event of Default within ten days after the Consultant’s receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 4.B. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Administrator or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118
Attention: Village Administrator
E-mail: estorlie@eastdundee.net

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Kelley A. Gandurski
E-mail: Kelley.Gandurski@ElrodFriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Pete's A Towing, Inc.
1079 Rock Road Lane
East Dundee, Illinois 60118
Attention: Dana Bernaeyge
Email: _____

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits **A** and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5 and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

VILLAGE OF EAST DUNDEE

By: _____
Village Clerk

By: _____
Village Administrator

ATTEST:

CONSULTANT

By: _____

By: _____
Dana Bernaeyge

Title: _____

EXHIBIT A

SERVICES AND FEES

[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO VILLAGE]

[WILL INCLUDE SCHEDULE]

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$3,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of East Dundee including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured

Policy or Policies

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;
2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;
 - b. **Consent of Village Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.
 - c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

Village of East Dundee



Request for Proposals Police Towing Services

Proposal Due Date and Time: June 6, 2023 by 3:00 p.m.

GENERAL INFORMATION

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible proposers and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

Addenda: Addenda are written instruments issued by the Village of East Dundee ("Village") prior to the date for receipt of proposals which modify or interpret the RFP by additions, deletions, clarifications, or corrections.

Prior to the due date of the RFPs, if applicable or needed, addenda will be posted on the Village's website.

Discussion of Proposals: The selection committee may conduct discussions with any Proposer who submits an acceptable proposal. Proposers shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the selection committee shall not disclose any information derived from one proposal to another proposer.

During the initial discussion, the proposer shall be prepared to give an oral presentation covering the following topics:

The specific services to be provided.

- Qualifications of the Proposer, including work on similar projects, experience of personnel, etc.
- The working relationship to be established between the Village of East Dundee and the Proposer including, but not limited to, what each party should expect from the other.
- Implementation schedule for the project.
- A review of the costs associated with this project.

Negotiations: The Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to accomplish the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.

Confidentiality: The Village shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Proposer pertaining to this RFP will be public information and will be made available for inspection, unless otherwise determined by the Village. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFPs, a proposer must inform the Village in writing of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act (FOIA).

RFP Evaluation Criteria & Scorecard

Evaluation Criteria:

	5	4	3	2	1
Understanding of Services to be Provided					
Public Sector Experience					
Pricing					
Project Staffing Experience and Depth					
Skills & Abilities					
Terms & Conditions					
References					
Intangibles					
TOTAL					

Criteria:

Understanding of Services to be provided: To what degree does this proposal meet stated services?

Public Sector Experience: To what degree does the Proposer possess the knowledge, skill, and ability to perform within the public sector?

Pricing: How does the proposed price compare to other proposals?

Project Staffing Experience and Depth: How does the Proposer's staff compare to other Proposers in regards to experience and depth of staff to handle the proposed project?

Terms & Conditions: To what degree does the proposal meet stated contractual terms and conditions?

Skills & Equipment: Does Proposer have the necessary skills and equipment to deliver this proposal?

References: Does the Proposer have a proven track record in this type of project?

Intangibles: What other factors can be used to evaluate responses and select the appropriate winner?

Scoring:

5 points: Fully Meets

4 points: Meets, with minor gaps (no compromise required)

3 points: Meets, with moderate gaps (some compromise required)

2 points: Partially meets (significant gaps, compromise required)

1 point: Does not meet

RFP Discussion, Scope of Work, & Submittal Requirements

The Village is seeking proposals from qualified companies to provide professional and reliable police towing services (“*Services*”).

The selected Proposer will be invited to enter into an agreement with the Village, in a form to be provided by the Village (“*Agreement*”), to provide the Services in accordance with the Project Scope section of this RFP. The Village Board of Trustees (“Village Board”) has the ultimate authority to approve any proposal and to authorize execution of the negotiated Agreement.

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

To be considered, please submit a pdf electronic copy via email to both fbottalico@eastdundee.net and jkruger@eastdundee.net. All proposals must be received no later than June 6, 2023, by 3:00 p.m. Proposals received after the above date and time, or in any other format will not be considered. RFP copy and addenda (if necessary) can be found at eastdundee.net under the “Transparency Portal” then “BIDS AND RFP” webpage.

The Village reserves the right to reject any or all proposals when the public interest will be served thereby and to waive technicalities and informalities.

During the evaluation process, the Village reserves the right to request additional information or clarification from proposers. Proposers may be requested to make oral presentations to the selection committee as part of the final evaluation process.

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 Proposer of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the engagement letter between the Village and the Proposer selected.

It is anticipated the selection of a Proposer will possibly be approved at a June or July 2023 regular Village Board meeting. Following the notification of the selected Proposer, an engagement letter will be executed between both parties following the scheduled meeting of the Village Board.

Term of Engagement:

A two-year initial engagement with two-year renewal option through the end of calendar year 2027 is contemplated, subject to the annual review and recommendation of the selection committee, the satisfactory negotiation of terms (including a price acceptable to both the Village and the selected Proposer), and the concurrence of the Village Board.

Subcontracting:

Subcontracting is not permitted.

Community and Police Department Background:

The Village, 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 2020 census, there are 3,216 residents. The Village encompasses approximately 3 square miles. East Dundee is a vibrant, thriving community dedicated to supporting its residents and businesses.

The Police Department's patrol division is made up of four shifts who work 12-hour shifts. The Police Department ("Department") is comprised of 15 sworn full-time officers and 6 sworn part-time officers. In 2022 the Department received 4,977 calls for service in 2022, and 4,159 calls for service in 2021. The Department responded to 291 total traffic crashes in 2022, one being a fatal traffic crash, and 262 total traffic crashes in 2021, with one being a fatal traffic crash.

Scope of Services:

The specific responsibilities and tasks of the Towing Service for the Village include:

The Towing Services include all services, labor, equipment, facilities, and materials for towing, as requested by the Village, for:

- a) Vehicles involved in traffic crashes;
- b) Abandoned vehicles on roadways;
- c) Disabled vehicles;
- d) Abandoned or unclaimed vehicles on private property;
- e) Vehicles seized or impounded as evidence;
- f) Recovered stolen vehicles;
- g) Vehicles involved in crimes;
- h) Vehicles relocated during a Village emergency;
- i) Vehicle relocated by police orders at no charge;
- j) Other vehicles as requested by the Police Department; and
- k) Subject to Section 36.15 of the East Dundee Municipal Code.
- l) Police command personnel may request no-charge tow in limited or emergency situations.

The Towing Services are to be rendered only upon the request of the Village.

1. The Towing Services also include assisting in on-site cleanup work under the direction of the Village Police Department. Such cleanup shall include broom sweeping the street of broken glass and removal of loose debris. At the direction of the police officer in charge at the scene, the selected Proposer shall remove the vehicle(s) from the scene directly to the Proposer's storage facility, for the price specified in the Agreement.
2. The Proposer shall consider calls from the Village as having first priority over requests for tow service from other parties. The Proposer must maintain the equipment and labor force needed to supply the Towing Services on a full, twenty-four hour per day basis every day of the year, including holidays.
3. The Proposer shall immediately dispatch a tow truck to the designated location upon notification from the Village. Emergency towing service shall arrive at the scene within fifteen minutes of a call for service.
4. Proposer must have a supervisor, or person with authority, available during regular business hours with the ability to reduce or mitigate a tow fee for good cause shown.
5. The Proposer must also provide the following as part of the Tow Services:

- a. The Proposer must process and complete all junk title certificates/salvage certificates;
 - b. The Proposer must be able to provide 24-hour surveillance of all cars towed to its lot, and keep all towed vehicles secured within its lot by means of a security system;
 - c. Provide free towing for all Village-owned vehicles;
 - d. The Proposer must provide the Village a monthly report listing the following information for the prior month:
 - i. The total number of vehicles towed.
 - ii. An accurate list of vehicles in storage and vehicles towed, which list must be kept for at least two years following the Agreement's expiration and be available for Village inspection upon request during normal business hours.
 - iii. The status and disposition of all vehicles towed at the request of the Village, which report will indicate whether the vehicle was returned to the owner, is still held in storage, sold (buyer information) or junked.
 - e. The Proposer must maintain copies of official pre-printed, sequentially numbered tow receipts for all Village-initiated tows. Each receipt must list the date of tow, location towed from, the location the vehicle was towed to, the cost of the tow, the vehicle towed including make, model, color, license plate state and number, and the VIN number. The receipt must also contain the payee's signature, address and phone number. Incomplete reports will not be tolerated and can result in the termination of the Agreement. Any and all voided or damaged official pre-printed sequentially numbered towing company receipts must be presented as part of the monthly report. Missing receipts can result in the termination of the tow contract.
 - f. The Proposer is responsible for paying for all costs to program the Village's police car radios to the radio frequency used by the Proposer.
 - g. At the sole cost of the Proposer, procuring and furnishing all permits, licenses, and other governmental approvals and authorizations necessary in connection with providing the Towing Services.
- 5) The selected Proposer shall be permitted to charge an additional \$5.00 fuel surcharge in addition to the contractual fees approved in the Agreement, but only if the cost of fuel as reported by the AAA national average regular grade gasoline exceeds \$6.50 per gallon. The fuel surcharge will be adjusted on a semi-annual basis (January 1 and July 1). A written notice shall be forwarded to the Office of the Deputy Chief of Police before the fuel surcharge is in effect. Whenever the fuel surcharge fees are in effect for police tows, all customers shall be provided with an itemized explanation of the fees involved. The fuel surcharge, if implemented, will apply only to the actual towing fees and will not apply towards any storage or labor fees. No fuel surcharge fees will be permitted if the cost of fuel remains below \$6.50 per gallon. The Village will not be responsible or liable for paying any fuel surcharge fees.

Working Paper Retention and Access to Working Papers:

All working papers and reports must be retained, at the Proposer's expense, for a minimum of five (5) years, unless the Proposer is notified in writing by the Village of the need to extend the retention period. The Proposer will be required to make working papers available, upon request, to the Village.

Proposal Requirements:

The Village reserves the right to reject any or all proposals, waive or not to waive any irregularities therein and to accept the Proposal considered to be in the best interest of the Village.

The proposal should contain, without limitation, the following information at a minimum:

To be selected the Proposer and extended the opportunity to enter into the Agreement, a Proposer must satisfy the following requirements:

Equipment:

Preference is given to a Proposer that has a minimum of six trucks and access to tow air cushions. The trucks and equipment must include the following:

- Two flat bed trucks;
- One truck capable of lifting at least 30 tons;
- Two other standard tow trucks; and
- Two air cushions available within 30 minutes as needed.

The equipment, other than the air cushions, must be owned or leased by the Proposer. Agreements or arrangements made with other towing companies for assistance or towing referrals will not be considered as satisfying the requirements provided herein. Promissory proposal for equipment pending awarding of the Agreement will not be considered.

Office and Storage:

The Proposer's towing office must be at the same location as its vehicle storage facility. The Proposer must be able to provide an accurate report of vehicles in storage and vehicles towed at the end of each calendar month. These records must be kept for at least two years after the Agreement's expiration and be made available to the Village for inspection during normal business hours.

The storage lot must be fenced and secured. Preference will be given to Proposers whose storage lot and office are no more than five (5) miles from the East Dundee Village limits. The storage lot must include secure inside storage for at least three vehicles. The outside storage lot must have secure storage for at least 55 vehicles.

The Proposer must be able to provide 24-hour surveillance of all cars towed to its lot, and keep all towed vehicles secured within its lot by means of a security system

Insurance:

The Proposer must have at least \$3,000,000 in liability insurance coverage. Proof of insurance coverage must be submitted to the Department every six months or annually (if the insurance

term is annual) during the term of the Agreement. Such insurance must be in an ACORD form and from companies acceptable to the Village. The insurance coverages and limits set forth herein are not be construed in any way as a limitation on Proposer's liability for losses or damages under the Agreement.

Telephone Service and Dispatching:

The Proposer must have 24-hour a day, employee-operated telephone answering capability or a reliable call forwarding service to its tow drivers. The Proposer must also have direct radio/phone communications with each tow truck. Contract arrangements with a third-party answering service do not meet this requirement.

Compliance with all applicable State and Local Laws:

Proposer must be in compliance with all applicable state and local laws, including, but not limited to, business license registration, registration with the State of Illinois as a tow truck provider, and compliance with 625 ILCS 4-203 and 625 ILCS 5/12-606.

Terms:

By submitting a proposal, proposers acknowledge and agree the Agreement will include terms consistent with this RFP, including, without limitation, the following:

- 1) The Proposer must indemnify, defend and hold the Village, its officers, agents and employees, harmless from any and all claims, demands, liabilities, and suits in law or in equity that may arise from or out of the Towing Services.
- 2) The Proposer must post signs specifying the rates and charges authorized by the Agreement in a conspicuous place in the Proposer's principal office and the vehicle storage area(s).
- 3) The Proposer must bear the sole responsibility for the safekeeping of all personal property, vehicles and vehicle accessories contained in or upon any vehicle that is towed at the request of the Village. Stored vehicles must be stored in a locked and lighted storage facility.
- 4) The Proposer must conduct all towing services in an orderly and professional manner, taking all reasonable precautions against damaging vehicles being towed and stored, and comply with all applicable Illinois statutes, regulations, laws and applicable ordinances governing the towing and disposal of vehicles.
- 5) The storage facility shall be opened to inspection by the Village or other government officials during regular business hours. Police officers may enter the Proposer's storage lots and inspect vehicles stored in the storage lot at any time in performance of their official duties.
- 6) No cars towed at the Village's request may be released by Proposer without the prior authorization of the Village. When claimed by the owner, the Proposer must provide the vehicle's owner an itemized statement of all charges made for towing and storage of the vehicle. The Proposer must maintain these receipts in their towing records.
- 7) The following will be provided at no cost to the Village:

- a. Secure storage of all vehicles held and stored at the request of the Village.
 - b. Periodic incidental fee adjustments on a per-incident basis made by the Police Department supervisory personnel for operation necessity.
- 8) The fees and costs agreed to under the terms of the Agreement for services will not be increased during the term of the Agreement.
- 9) The Village shall retain the option of terminating the Agreement by providing 10 days prior written notice to the Proposer.
- 10) The Village will retain the right to use any other towing service during any emergency situation or whenever the Proposer is unable to provide Towing Services in a timely manner.
- 11) The terms and provisions of the Agreement for towing services will automatically remain in effect in the event the term of the Agreement expires and the Village has completed a new RFP process.
- 12) Vehicles which are towed, held as evidence, impounded, held pursuant to a court order, or held due to involvement in a major crime shall be subject to storage fees at a rate to be mutually agreed to by the Village and the Proposer on a case-by-case basis.
- 13) Vehicles that eventually become the property of the Village will not be subject to any towing, storage, or other fees while the vehicles remain in the Proposer's possession.
- 14) Proposers will not be permitted to charge any fees for releasing a vehicle which has been towed.
- 15) No vehicle shall be charged a gating, impound, storage or other similar fee for the first day of storage after a tow. Impound fees for vehicles towed to the Proposer's storage grounds lot be subject to impound fees beginning after midnight on the first full day in storage. For example, if a vehicle is towed to the storage lot at 12:15 A.M. or 11:15 P.M., the storage fees will not start accruing until 12:01 A.M. the following day. The Proposer will not be permitted to charge any fees to vehicles on the day a vehicle is towed other than the base towing fee unless approved in advance by the Village. The Proposer will not be permitted to charge vehicles any fees other than those explicitly agreed to in the Agreement.
- 16) When a customer re-directs the final destination of a tow that exceeds the distance of the Proposer's storage lot, the tow driver must immediately notify both the police officer and the tow customer of any additional towing fees. Any towing fees charged by Proposer for transporting a vehicle after a vehicle is taken to the Proposer's storage lot and later re-directed to another location (body repair shop, residence) by the vehicle owner or the vehicle owner's insurance company are subject to normal towing fees for the additional services and are not subject to the prices set in the Agreement.

Evaluation of Proposals:

Village staff will evaluate all properly submitted proposals. Properly submitted proposals will be graded and ranked based on their responsiveness to this RFP, the total cost of the Services, the Proposer's experience, the Proposer's ability to complete the Services within the specified deadlines. The Village may conduct interviews with Proposers, as it deems advisable. Further, references will be checked.

The Village will then select its preferred Proposer, with whom an agreement will be negotiated. The Village Board has the ultimate authority to approve any proposal and to authorize execution of the

negotiated agreement.

The Village reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the deadline for the submission of proposals and would be posted as an addendum on its webpage.

Submittal Process:

All questions regarding this RFP should be directed to Chief James Kruger via email at jkruger@eastdundee.net. Questions will be accepted until June 6, 2023 at 3:00 pm. Please title the subject of the email as "Police Towing RFP Question".

All questions and responses will be compiled and posted on the Village's website as an addendum next to original RFP publication located under the Village's "Transparency Portal" then "BIDS AND RFP" webpage.

To be considered, please submit a pdf electronic copy via email to both fbottalico@eastdundee.net and jkruger@eastdundee.net. All proposals must be received no later than May 31, 2023, by 3:00 p.m. Proposals received after the above date and time, or in any other format will not be considered. RFP copy and addenda (if necessary) can be found at eastdundee.net under the "Transparency Portal" then "BIDS AND RFP" webpage.

Proposals submitted are offers only. Issuance of the RFP does not obligate the Village to pay any costs incurred by a Proposer.

A Proposer may withdraw its proposal, either personally or by written request, at any time prior to the scheduled deadline for submittals. No proposal shall be withdrawn for 90 days after the date set for opening proposals. Proposals shall be subject to acceptance during this period. The Village reserves the right to accept the proposal that is, in its sole judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely upon, or anticipate, such waivers in submitting their proposal.

The Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of the RFP. The Village may require that a proposal be made as part of the resulting contract.

**PROPOSAL FOR THE PROVISION OF POLICE TOWING SERVICE
AND TOWING OF ABANDONED VEHICLES FOR THE
VILLAGE OF EAST DUNDEE**

1. Name of Business: Pete's A Towing
2. Address: 1079 Rock Road Ln, East Dundee, IL 60118
3. Have you provided towing services for at least six months immediately prior to the date of this submission? X YES NO

Please list the towing trucks owned and available for service in the Village. Include a short description of the capabilities of each vehicle. (Specify a rated capacity and vehicles capable of meeting requirements to serve other cars requiring special equipment.) Copy of current state license plate receipt or insurance cards for the vehicles must be attached to this proposal form.

2014 Ford F550 19' Flatbed 2 Car Capacity;
2007 Peterbilt 387 Tractor
2012 Ford F450 Wrecker Light Duty 1 Car;
2008 Peterbilt 5230 Heavy Wrecker 35ton Capacity
2016 International 4300 21' Flatbed 2 Car Capacity;
2017 International 4300 21' Flatbed 2 Car Capacity
2002 Peterbilt 330 Heavy Wrecker 20ton Capacity;
2019 Ford F550 19' Flatbed 2 Car Capacity
2020 International MV607 21' Flatbed 2 Car Capacity;
2020 International MV607 21' Flatbed 2 Car Capacity;
2020 International MV607 21' Flatbed 2 Car Capacity;
2017 Freightliner M2 30' Carrier 3 Car Capacity;
2022 Hino 258/268 21' Flatbed 2 Car Capacity;
2001 Dierzan 48' sliding axle trailer;
Bombardier Off Road Track Machine; bobcat; forklift; Air Cushion Recovery system

4. Name of insurance carriers and amount of liability coverage:

Pioneer Specialty Ins Co 3 million. Please see attached

5. List location of principal place of business and storage facilities:

	Capacity	Address	Distance to Village
A. Principal Place of Business: and Storage Area	<u>250 Cars</u>	<u>1079 Rock Road Lane</u> <u>East Dundee, IL 60118</u>	<u>In Village Limits</u>

If any storage is within the Village of East Dundee limits, indicate on additional pages the zoning classification, existing screening methods, and proposed screening methods for the property.

6. Proposed Towing Rates

The first column is the fee for tows from the point of tow to the Proposer's storage facility or the first five miles of a tow. The second column is the fee for tows to a location other than the Proposer's storage facility for miles towed in excess of five miles and less than ten miles. Tows to a location other than the Proposer's storage facility in excess of ten miles from the point of the tow are subject to normal tow company fees for the additional services and are no longer under the control of the Village of East Dundee. In all cases, the numerical receipting rules remain in effect for all police tows.

A. Emergencies – When vehicles must be moved immediately:

1. Passenger vehicles	\$ <u>145</u>	\$ <u>185</u>
2. Trucks – 15,000 GVW or less	\$ <u>185</u>	\$ <u>235</u>
3. Trucks over 15,000 GVW but less than 45,000 GVW	\$ <u>225/hr</u>	\$ <u>225/hr</u>
4. Trucks over 45,000 GVW	\$ <u>325/hr</u>	\$ <u>325/hr</u>
5. Night tow surcharge	\$ <u>0</u>	
Hours surcharge in effect _____ p.m. to _____ a.m.		

B. Emergencies – When vehicles owned by the Village of East Dundee must be moved immediately:

1. Passenger vehicles	\$ <u>0</u>	\$ <u>0</u>
2. Trucks – 15,000 GVW or less	\$ <u>0</u>	\$ <u>0</u>
3. Trucks over 15,000 GVW but less than 45,000 GVW	\$ <u>0</u>	\$ <u>0</u>
4. Trucks over 45,000 GVW	\$ <u>0</u>	\$ <u>0</u>
5. Night tow surcharge	\$ <u>0</u>	
Hours surcharge in effect _____ p.m. to _____ a.m.		

C. Non-emergency towing of abandoned vehicles:

1. Passenger vehicles	\$ <u>145</u>	\$ <u>185</u>
2. Trucks – 15,000 GVW or less	\$ <u>185</u>	\$ <u>235</u>
3. Trucks over 15,000 GVW but less than 45,000 GVW	\$ <u>225/hr</u>	\$ <u>225/hr</u>
4. Trucks over 45,000 GVW	\$ <u>325/hr</u>	\$ <u>325/hr</u>

D. Non-emergency towing of vehicles owned by the Village of East Dundee:

1. Passenger vehicles	\$ <u>0</u>	\$ <u>0</u>
2. Trucks – 15,000 GVW or less	\$ <u>0</u>	\$ <u>0</u>
3. Trucks over 15,000 GVW but less than 45,000 GVW	\$ <u>0</u>	\$ <u>0</u>
4. Trucks over 45,000 GVW	\$ <u>0</u>	\$ <u>0</u>

7. Proposed service fees for police vehicles:

A. Tire change	\$ <u>0</u>
B. Road service	\$ <u>0</u>

8. Proposed Storage Rates:

A. Vehicles stored less than twenty-four (24) hours	\$ <u>0</u>
B. Storage rate per vehicle per day	\$ <u>45.00-140.00</u>

*based on GVW/length

9. Other proposed rates – list all rates and charges which can apply to vehicles towed pursuant to request by the Village. Administrative fees for releasing vehicles are not allowed.

<u>Clean Up: case by case \$15 minimum</u>	<u>Service Calls: i.e. Lockouts, Tire Changes \$125</u>
<u>Winching/Uprighting: case by case, \$65 minimum if applied</u>	<u>Oil Dry: case by case \$15 minimum if applied</u>
<u>Crash Wrap: \$20 if applied</u>	<u>Lienholder Notification after 48hrs: 85</u>
<u>Passenger vehicles brought to yard will be assessed a base rate of \$175</u>	

10. Describe any requests for variances or exceptions to the Request for Proposal or Specifications:

We break down our base tow fees differently to reduce the cost for consumers . Our base rate for vehicles not being towed to our yard is less than to our yard. The base rate for vehicles brought back to our storage facility, helps support 24 hour video surveillance, 24 hour staffing, property insurance and all the other small things that are included in bringing a vehicle

back to our storage yard compared to bringing it to a repair facility or their home.

11. List the normal business hours of operation:

We provide towing service 24 hours a day, 7 days a week. Our office door is unlocked from 8am until 5pm

Monday-Friday and Saturdays from 8am-Noon. We do have office staff on site after

hours so we can still accommodate customers after hours on a case by case basis.

[SIGNATURE PAGE FOLLOWS]


I am an authorized representative of the above firm and agree to provide the services described in the Request for Proposals or Specifications and this Proposal if accepted by the Village.

Petes A Towing

Firm

1079 Rock Road Ln, East Dundee, IL 60118

Address


Signature

Owner

Title

05/30/2023

Date

NON-COLLUSION and NON-DEBARRED CERTIFICATION

By signing this certification, the PROPOSER declares that he/she is not barred from bidding for the Agreement as a result of a violation of either Section 5/33E-3 or Section 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes concerning proposal rigging, rotating, kickbacks, bribery, and interference with public contracts.

The PROPOSER certifies that the PROPOSER is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with procedures established by the appropriate Revenue Act.

By signing this certification, the PROPOSER also understands that he/she may be denied award of this contract if barred from being awarded towing contracts as a result of disregarding their obligations to employees under the Prevailing Wage Act, Section 11a, 820 ILCS 130/0.01-12. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at <http://www.state.il.us/agency/idol/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. The PROPOSER further certifies that to the best of their knowledge, he/she is not currently on the IDOL list of debarred contractors.


(Name)

Owner

(Title)

Petes A Towing

(Company Name)

1079 Rock Road Ln, East Dundee, IL 60118

(Address)

05/30/2023

(Date)

DRUG-FREE WORKPLACE CERTIFICATION

In compliance with the State of Illinois Compiled Statutes, Chapter 30-580, The PROPOSER certifies and agrees that it will provide a drug free workplace by:

- 1) Publishing a Statement
 - a) Notifying employees that the unlawful manufacture, distribution, dispersion, possession, or use of a controlled substance, including cannabis, is prohibited in the PROPOSER's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notifying the employee that, as a condition of employment on such CONTRACT, the employee will:
 - i) A proposal by the terms of the statement: and
 - ii) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than Five days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the PROPOSER's policy for maintaining a drug free workplace;
 - c) available counseling, rehabilitation, or assistance programs; and
 - d) penalties imposed for drug violations.
- 3) Providing a copy of the Statement required by subsection (1) to each employee engaged in the performance of the AGREEMENT and to post the Statement in a prominent place in the workplace.

- 4) Notifying the contracting agency within ten (10) days after receiving notice under part (ii) of paragraph (c) of subsection (1) above from an employee or otherwise receiving actual notice of such conviction.
- 5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by an employee who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.
- 6) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Petes A Towing

(Printed Name of Organization)



(Signature of Authorized Representative)

Dana Bernacyge

(Printed Name)

Owner

(Title)

05/30/2023

(Date)



1079 Rock Road Lane
East Dundee, IL 60118
847-428-2545
800-400-PETE

Pete's A Towing has been providing 24-hour towing service since 1977. We have a variety of equipment to help us successfully complete any service requested. Our equipment consists of multiple flatbeds, which have been replaced with extended cabs making it easier for customers with larger families to ride with the driver to a destination of their needs, no longer having to find a separate ride. Medium and Heavy-duty wreckers for larger truck towing and recovery; semi tractor in the event a trailer needs to be moved from an incident scene. 48 foot sliding axle trailer for longer units that cannot be towed on a standard flatbed. A bob cat in the event extensive clean up needs to be done. Off road bombardier recovery track machine, this machine can leave the roadway when regular trucks cannot; vehicles stuck in fields are no longer a problem and air cushion recovery system. With this equipment and years of experience we can provide the village and its patrons lockouts, tire changes, jump starts, flatbed towing, motorcycle towing, small wrecker services, specialty vehicle towing, medium duty towing and recovery, heavy duty towing and recovery and off-road recovery. Our office is fully staffed so we will be able to adhere to the business hour requirements and provide accommodations to patrons outside of business hours as well. Our storage facility is completely secured with fencing and 16 surveillance cameras. We are located within the village limits within the M1 district and have a special use permit. We stay at the forefront of technology in the industry; we have digital dispatching with on-scene photo capabilities, which are only for internal purposes to confirm conditions of incidents prior to tow, to protect both our customers as well as our company. All our trucks are gps tracked with video recording, this helps us dispatch the nearest truck to an incident for fastest response time and confirm any issues along the way or on scene. Pete's A Towing actively participates with nationally and locally recognized industry related programs, as well as local not for profit groups, community events, and providing fire departments vehicles for training. We have hosted traffic incident management programs for local towers and municipalities. We also take an active role in the Professional Towing and Recovery Operators of Illinois, keeping up to date with all the rules and regulations for the towing industry in Illinois. Pete's A Towing and its employees pride ourselves at providing excellent customer service, having strong business ethics and integrity. We currently provide service to several local police agencies as well as the public. If you have any questions about our service, prices, or abilities to provide service please feel free to reach out to me.

Thank You,

A handwritten signature in blue ink, appearing to read 'Dana Bernaeyge', is written over the printed name.

Dana Bernaeyge



CERTAUT-01

MLESTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brennan & Stuart, Inc. 222 Bucklin Street La Salle, IL 61301	CONTACT NAME: PHONE (A/C, No, Ext): (815) 223-0137 E-MAIL ADDRESS: bsi@brennanstuart.com FAX (A/C, No): (815) 223-0999														
INSURED Pete's A Towing & Recovery 1079 Rock Road Ln East Dundee, IL 60118	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Pioneer Specialty Ins Co.</td><td>40312</td></tr><tr><td>INSURER B : General Star Indemnity Co.</td><td>37362</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pioneer Specialty Ins Co.	40312	INSURER B : General Star Indemnity Co.	37362	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP1205465 04	1/30/2023	1/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP1204620 04	1/30/2023	1/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB1034642 04	1/30/2023	1/30/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	WCV1027837 04	1/30/2023	1/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Umbrella		IXG930176D	1/30/2023	1/30/2024	3,000,000
A	On Hook Coverage		CPP1204620 04	1/30/2023	1/30/2024	750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ALL POLICIES ABOVE ARE CONTINUOUS TILL CANCELLED

G/L & Auto Additional insured when required by written contract with Insured

CERTIFICATE HOLDER

CANCELLATION

Village of East Dundee
120 Barrington Ave
East Dundee, IL 60118

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Waszkowiak

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2014

MAKE/MODEL

Ford F550

VEHICLE IDENTIFICATION NUMBER

1FD0X5HT7EEB13909

AGENCY/COMPANY ISSUING CARD

Brennan & Stuart, Inc.**222 Bucklin Street****La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118****Examine Policy Exclusions Carefully.
This Form Does Not Constitute Any Part of Your Insurance Policy.**

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2007

MAKE/MODEL

Peterbilt 387

VEHICLE IDENTIFICATION NUMBER

1XP7DU9X870691242

AGENCY/COMPANY ISSUING CARD

Brennan & Stuart, Inc.**222 Bucklin Street****La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery**
1079 Rock Road Lane
East Dundee, IL 60118**Examine Policy Exclusions Carefully.**
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VEHICLE AND PRESENTED UPON DEMAND****IN CASE OF ACCIDENT:** Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

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2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2012

MAKE/MODEL

Ford F450

VEHICLE IDENTIFICATION NUMBER

1FD0X4GT2CEA67785

AGENCY/COMPANY ISSUING CARD

**Brennan & Stuart, Inc.
222 Bucklin Street
La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118****Examine Policy Exclusions Carefully.
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2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2008

MAKE/MODEL

Peterbilt Wrecker

VEHICLE IDENTIFICATION NUMBER

1NPXGGGG10D762454

AGENCY/COMPANY ISSUING CARD

Brennan & Stuart, Inc.**222 Bucklin Street****La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118**

**Examine Policy Exclusions Carefully.
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2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER COMPANY ☒ COMMERCIAL ☐ PERSONAL
40312 **Pioneer Specialty Ins Co.**

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
CPP1204620 04 **01/30/2023** **01/30/2024**

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER
2016 **International 4300** **1HTMMML3GH416107**

AGENCY/COMPANY ISSUING CARD
Brennan & Stuart, Inc.
222 Bucklin Street
La Salle, IL 61301

INSURED

┌ **Petes A Towing & Recovery**
1079 Rock Road Lane
East Dundee, IL 60118

└

Examine Policy Exclusions Carefully.
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VEHICLE AND PRESENTED UPON DEMAND

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2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2017

MAKE/MODEL

International 4300

VEHICLE IDENTIFICATION NUMBER

1HTMMML3HH502390

AGENCY/COMPANY ISSUING CARD

Brennan & Stuart, Inc.**222 Bucklin Street****La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118**

**Examine Policy Exclusions Carefully.
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EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2002

MAKE/MODEL

Peterbilt 330

VEHICLE IDENTIFICATION NUMBER

2NPNHD7X02M578347

AGENCY/COMPANY ISSUING CARD

**Brennan & Stuart, Inc.
222 Bucklin Street
La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118****Examine Policy Exclusions Carefully.
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EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.☒ COMMERCIAL☐ PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2019

MAKE/MODEL

Ford F550

VEHICLE IDENTIFICATION NUMBER

1FDUF5HT2KEC14226

AGENCY/COMPANY ISSUING CARD

**Brennan & Stuart, Inc.
222 Bucklin Street
La Salle, IL 61301**

INSURED

☐ **Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118**

☐

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EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2020

MAKE/MODEL

International MV607

VEHICLE IDENTIFICATION NUMBER

3HAEUMML8LL161849

AGENCY/COMPANY ISSUING CARD

**Brennan & Stuart, Inc.
222 Bucklin Street
La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118****Examine Policy Exclusions Carefully.
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EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2020

MAKE/MODEL

International MV607

VEHICLE IDENTIFICATION NUMBER

3HAEUMMLXLL303716

AGENCY/COMPANY ISSUING CARD

**Brennan & Stuart, Inc.
222 Bucklin Street
La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118****Examine Policy Exclusions Carefully.
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2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.☒ COMMERCIAL☐ PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2020

MAKE/MODEL

International 4300

VEHICLE IDENTIFICATION NUMBER

3HAEUMML8LL161852

AGENCY/COMPANY ISSUING CARD

**Brennan & Stuart, Inc.
222 Bucklin Street
La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Lane
East Dundee, IL 60118**

L

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2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2017

MAKE/MODEL

Freightlinr M2 106

VEHICLE IDENTIFICATION NUMBER

3ALHCYCY7HDJG5928

AGENCY/COMPANY ISSUING CARD

Brennan & Stuart, Inc.**222 Bucklin Street****La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Ln
East Dundee, IL 60118****Examine Policy Exclusions Carefully.
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2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

ILLINOIS INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

40312

COMPANY

Pioneer Specialty Ins Co.

COMMERCIAL



PERSONAL

POLICY NUMBER

CPP1204620 04

EFFECTIVE DATE

01/30/2023

EXPIRATION DATE

01/30/2024

YEAR

2022

MAKE/MODEL

Hino 258/268 L2

VEHICLE IDENTIFICATION NUMBER

5PVNJ7BS3N5T50047

AGENCY/COMPANY ISSUING CARD

**Brennan & Stuart, Inc.
222 Bucklin Street
La Salle, IL 61301**

INSURED

**Petes A Towing & Recovery
1079 Rock Road Ln
East Dundee, IL 60118**

L

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2. Name of Insurance Company and policy number for each vehicle involved.

EXCLUDED DRIVERS

Memorandum

To: Village President and Board of Trustees
CC: Erika Storlie, Village Administrator

From: Ana Lopez, Finance Manager
Brandiss J. Martin, Administrative Services Director

Subject: DebtBook – Lease Debt and Lease Management Software

Date: June 26, 2023



Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to approving a contract agreement between the Village of East Dundee and DebtBook for lease debt and lease management software.

Funding Source:

01-14-5286

Summary

The Governmental Accounting Standards Board (GASB) is a private non-governmental organization responsible for creating the generally accepted accounting principles (GAAP) used by state and local governments in the United States. The board's mission is to promote clear, consistent, transparent, and comparable financial reporting. GASB develops and issues statements with the objective to establish consistent accounting and financial reporting standards. There are two new GASB, 87 and 96, statements that were issued and we must follow an implementation process by the start of our annual financial audit.

Statement 87: The purpose of this statement is to improve accounting and financial reporting of leases requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. It establishes that a lease is a form of financing of the right to use an asset owned by another entity and it should be reported as such. This applies to leases longer than 12 months and contracts that do not transfer ownership at the end of the term of the lease. As a lessee, we are to record a Lease Asset for the right to use the asset and Lease Liability for the present value of future lease payments. The Lease Asset will be amortized, and lease payments will reduce Lease Liability over the term of the lease. As lessor we are to record Lease Receivable at present value of future lease payments and Deferred Lease Revenue initially same amount as Lease Receivable where revenue will be recognized as

payments are made and amortized over the lease term. Examples of current lease agreements include vehicle, copiers, and cell tower leases.

Statement 96: This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangement (SBITAs) for government end users. A SBITA is a contract that conveys control of the right to use another party's IT software alone or in combination with tangible assets. The process to follow is very similar to that of GASB 87 but this is for subscription service contracts. Sample contracts that would fall under this statement include Civic Systems Software, Email Services, and Calendar & Office Tools.

GASB is implementing GASB 87 effective for the 2023 audit period (covering Fiscal Year 2022 – 2023). GASB 96 will be implemented during the audit period for Stub Year 2023 (May 1 – December 31, 2023).

Upon recommendation from our auditors at Lauterbach & Amen, LLP, and our review we are interested in DebtBook, a lease debt and lease management software.

DebtBook was created by government finance teams to simplify complex tasks such as booking journal entries, verifying, and processing payments, creating lease schedules, year-end financial reporting, and GASB standards compliance. It is trusted in the Midwest and has over 1500 clients. It is used by counties, municipalities, school districts, and public universities across the United States. Village of Alsip, Village of New Lenox, and Village of Rosemont are some of the local municipalities that are currently using the system.

For the implementation of the GASB statements, DebtBook's proposal is \$7,200 annually after a 10% discount (original price \$8,000), it includes the annual subscription fee, onboarding services, support services and the implementation process. This also includes unlimited users and external sharing.

It is the recommendation of Village staff that the Village Board approve a resolution approving the implementation of Lease Debt and Lease Management Software by DebtBook in an amount not to exceed \$10,000. If implemented, the process will take up to three (3) months to complete. This is an annual agreement that will be needed for the continued management of Village leases. In late 2023, staff will begin the implementation of GASB 96 through the DebtBook software.

Attachments:

Resolution

Order Form & DebtBook Agreement

Resolution No. _____

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE
APPROVING A CONTRACT AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND
DEBTBOOK FOR LEASE DEBT AND LEASE MANAGEMENT SOFTWARE**

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

WHEREAS, due to GASB regulations, the Village desires to seek software to assist with lease debt and lease management for all agreements and subscriptions of the Village; and,

WHEREAS, the Village has received a proposal from DebtBook for such services that the corporate authorities finds to be in the best interest of the Village.

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

Section 1. The Contract Agreement between the Village of East Dundee and DebtBook attached hereto as EXHIBIT A, shall be and hereby is approved.

Section 2. The Village Administrator shall be and is hereby authorized to execute EXHIBIT A and all other necessary related documents on behalf of the Village to effectuate the Contract Agreement.

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

Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Village President

Attest:

Village Clerk

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide the Village of East Dundee, an Illinois, home rule municipal corporation ("**Customer**") with the Services subject to the terms established in this Order Form, including DebtBook's Price Quote attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions, which have been provided to Customer (the "**Terms & Conditions**"), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 7/1/2023	Billing Frequency: Annually
Initial Term End Date: 6/30/2024	Payment Terms: Net 30
Initial Pricing Tier: Tier 1	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "**Implementation Period**"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below. All payments made to DebtBook by Customer will be made pursuant to the Illinois Local Government Prompt Payment Act 50 ILCS 505/1, et seq.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Public Records. DebtBook expressly agrees and understands that Customer's obligations under Section 5 of the Terms & Conditions are subject in all respects to, and only enforceable to the extent permitted by, the Illinois Freedom of Information Act 5 ILCS 140/1, et seq. and Illinois Local Records Act 50 ILCS 205/1, et seq., as amended.

Customer Policies. DebtBook and its employees, agents, consultants and contractors agree to abide by the Customer's anti-harassment and nondiscrimination policies.

Jurisdiction. Notwithstanding anything in Section 12(a) of the Terms & Conditions to the contrary, any claim arising out of the Agreement may be brought in the state or federal courts located in the Sixteenth Judicial Circuit Court, Kane County, Illinois, or the US District Court, Northern District of Illinois. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

Required Insurance. DebtBook must procure and maintain throughout the Term of the Agreement General Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate, for claims arising out of their Services. DebtBook must also procure Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate, for claims arising out of their Services. Coverage must be sufficiently broad to respond to the duties and obligations undertaken by DebtBook in the Agreement, including, but not limited to, claims involving infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. DebtBook may satisfy the insurance requirements set forth in the Customer Terms with a combination of underlying liability policies for lesser limits with the remaining limits provided by an umbrella liability policy.

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

VILLAGE OF EAST DUNDEE, IL

By: _____
Name: _____
Title: _____

Notice Address

120 Barrington Avenue
East Dundee, IL 60118
Attention: Brandiss Martin, Finance Director
bmartin@eastdundee.net

Billing Contact

120 Barrington Avenue
East Dundee, IL 60118
Attention: Ana Lopez, Finance Manager
alopez@eastdundee.net

Exhibit A
DebtBook Quote

[See attached.]

Village of East Dundee, IL

East Dundee, IL

120 Barrington Avenue
East Dundee, IL 60118
US

Quote created: May 30, 2023

Quote expires: June 30, 2023

Quote created by: Seth Badger
Sr. Account Executive
seth.badger@debtbook.com

Erika Storlie

estorlie@eastdundee.net

Ana Lopez

alopez@eastdundee.net
(224) 293-7400

Brandiss Martin

bmartin@eastdundee.net
2248280207

Comments from Seth Badger**Products & Services**

Item & Description	SKU	Quantity	Unit Price	Total
23 Subscription Fee Tier 1 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	23ST1-1	1	\$8,000.00 / year	\$7,200.00 / year after 10% discount
23 White Glove Implementation Fee Tier 1 This covers the cost of our White Glove Implementation process for your organization.	23WGI1-1	1	\$0.00	\$0.00
			Total	\$7,200.00

Questions? Contact me



Seth Badger

Sr. Account Executive

seth.badger@debtbook.com

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer’s debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook’s debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the Customer as defined in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“Feedback” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“Governing State” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“Government Entity” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

“Order Form” means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

“Pricing Tier” means the Customer’s applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the

Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension that arose out of causes beyond the control, and without the fault or negligence, of DebtBook.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics,

and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. To the extent permitted by applicable law, DebtBook may use and make Aggregated Statistics publicly available but only if, in each case, (1) DebtBook complies with all applicable law and (2) DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information,

or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER

PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer, including its elected and appointed officials, its employees, consultants and contractors from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNT OF PROCEEDS AVAILABLE UNDER THE INSURANCE POLICIES AND LIMITS REQUIRED BY THE AGREEMENT.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may suspend immediately in accordance with Section 2(e) or, upon written notice to Customer terminate the Agreement within five business days if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections

8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) **Entire Agreement; Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Memorandum



To: Village President and Board of Trustees
From: Erika Storlie, Village Administrator
Katherine Diehl, Village Clerk
Subject: Request for Video Gaming License for Speedway
Date: June 26, 2023

Action Requested:

Staff recommends approval of an ordinance increasing the number of video gaming licenses for Speedway Gas Station & Convenience Store (1031 E. Main St, East Dundee IL 60118).

Summary:

The Village has received a request for a video gaming license for five (5) video gaming terminals from Speedway located at 1031 E. Main St., East Dundee, IL 60118. There are currently twenty-one (21) supplemental video gaming licenses, all of which have been issued. Speedway received their Class B-4 (*Packaged Beer, Wine and Spirits not for consumption on premises*) liquor license on July 1, 2019, and advised at that time that they would be applying for a video gaming license in the future.

The applicant has successfully completed the supplemental video gaming license application and will be applying for a video gaming establishment license from the State of Illinois.

Attachments:

Ordinance Amending the Number of Video Gaming Licenses
Gaming Area Layout

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, ILLINOIS
AMENDING THE NUMBER OF VIDEO GAMING LICENSES
(Speedway)**

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

WHEREAS, the Village has allowed video gaming terminals in the Village pursuant to the Video Gaming Act (230 ILCS 40/1 et seq.) and Section 116.05 of the Village Code restricts the number of supplemental video gaming licenses, of which there are currently twenty-one (21) through the passage of Ordinance 22-38; and,

WHEREAS, the Village has received a request for a supplemental video gaming license from Speedway LLC. d/b/a Speedway 7764 located at 1031 E. Main St., East Dundee, IL 60118; and

WHEREAS, the Village desires to increase the number of supplemental video gaming licenses at the request of Speedway LLC. d/b/a Speedway 7764.

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

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

"(3) There shall be no more than twenty-two (22) supplemental video gaming licenses issued by the Local Liquor Control Commissioner as part of the liquor license process."

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

PASSED this ____ day of ____, 2023, pursuant to a roll call vote as follows:

AYES:

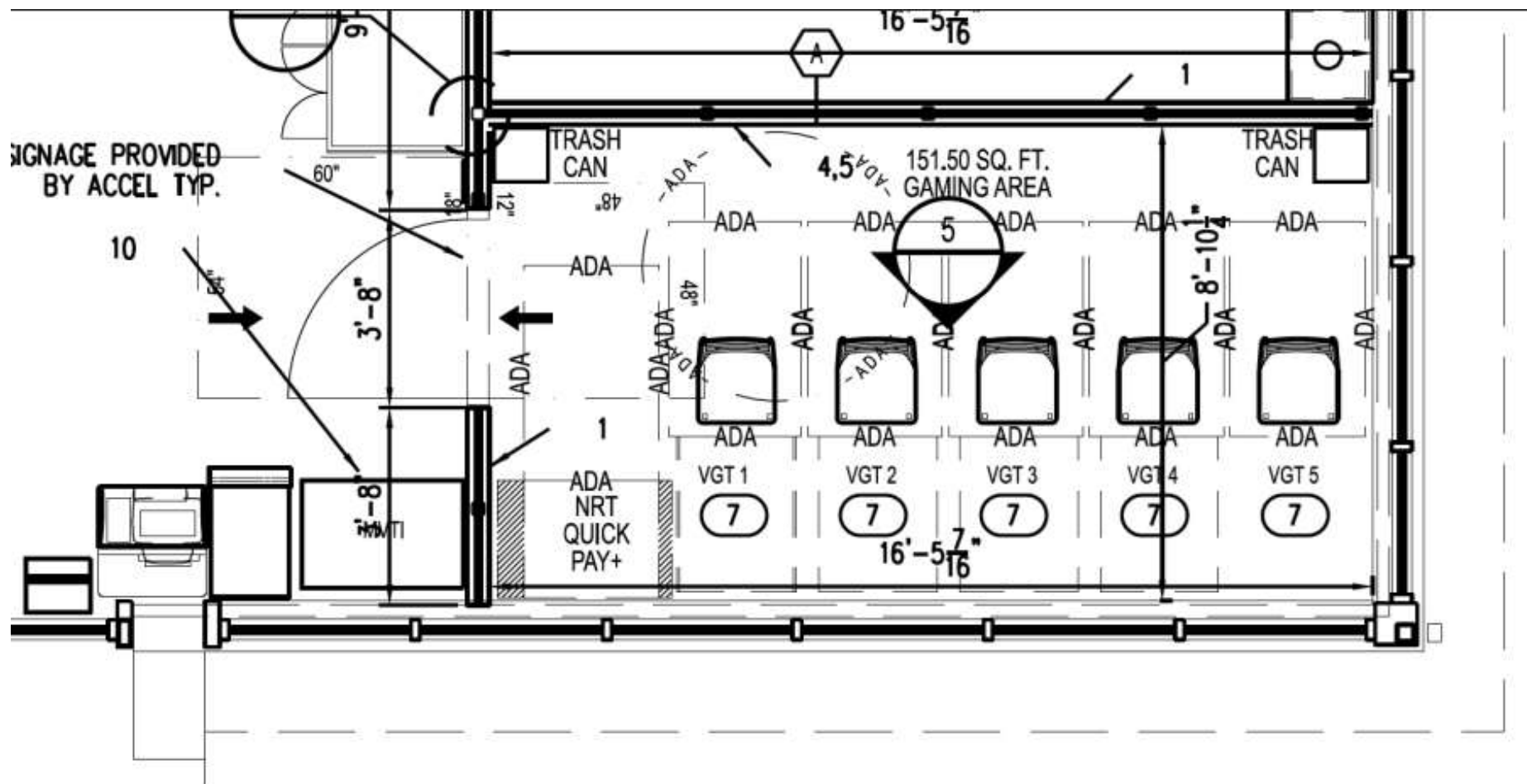
NAYS:

ABSENT:

APPROVED this ____ day of ____, 2023

Village President

Attest: _____
Village Clerk



ARCHITECTURAL FLOOR PLAN W/ GAMING EQUIPMENT

SCALE: 1/4" = 1'-0"

Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Subject: 569 Rock Road Drive Biochar Special Use Permit

Date: June 26, 2023

Action Requested

The Planning and Zoning & Historic Preservation Commission ("PZHC") and staff recommend Village Board approval of an ordinance granting a special use permit to Davey Tree Expert Company allowing biochar operations as described in Section 157.065(A)(1)(I)(3), located at 569 Rock Road Drive, East Dundee, IL 60118 (PIN 03-25-200-015) in the M-2 Limited Manufacturing District.

Summary

The Village received an application for a special use permit from Molly Senter and Michael Veney of Davey Tree Expert Company ("Applicant"), located at 569 Rock Road Drive ("Property") to install and operate a stationary pyrolysis rotary drum unit ("PRD") on a concrete pad in an enclosed structure for their proposed process to convert woody biomass into biochar. The PRD method is the breaking down of material by using heat.

According to the Rochester Institute of Technology in New York ("RIT"), biochar is a carbon-rich material that is made from biomass through a thermochemical conversion process – in this case in East Dundee, through the proposed PRD. The attached article from the RIT website states that organic waste, such as the woody biomass waste that is on-site at Davey Tree, can be converted into energy or a new type of material such as liquid, gas, or solid materials. In the Applicant's proposed method, the end product would result in solid material known as the biochar, which would be a fine-grained type of charcoal that can be used as a soil enhancer in which the Applicant intends to sell as a wholesale product. The biochar is a highly sought after commodity used in landscaping, agriculture, concrete, water treatment, and medical applications according to the Applicant.

In their normal day-to-day business, the Applicant produces woody biomass waste as part of their operations. Currently, this woody biomass is treated and grinded and turned into mulch. By installing a PRD to transform this woody biomass into biochar, the Applicant states the research shows this to be a more environmentally-friendly process and will produce a cleaner and more sustainable end product. The Applicant will be procuring the PRD through Biomass Energy Techniques who will provide installation support and training to the Applicant's team on

an ongoing basis. The Applicant has also hired a consultant, Complete Solutions Consulting, to guide and support the Applicant.

The PRD unit is designed to run 24/7 and will be shut down 1 to 2 days per month for routine maintenance. According to the Applicant, during a site visit at a separate location, the machine's sound emanating from it did not interfere with their conversations while standing three feet from the PRD unit.

The Applicant states that the PRD will meet all environmental performance standards as required by the Illinois Environmental Protection Agency ("IEPA") and they are in the process of preparing a joint construction and lifetime operating permit application utilizing Weaver Associates as their consultant. Staff has reached out to the IEPA and inquired if this requires a permit. The IEPA contact person has advised that because this material is being reused it is considered recycling and an IEPA Bureau of Land permit is not required, but the IEPA will refer the applicant to the Bureau of Air for their review.

The PZHC reviewed the request and made the following motion:

Motion to recommend approval of the special use request with the following conditions:

- 1) All local, state, and federal laws and regulations are followed;*
- 2) It is the Applicant's responsibility to acquire all applicable local, state, and federal permits;*
- 3) The PRD unit has proper warning signs affixed to the exterior of the shelter housing the PRD unit, and said shelter is able to be secured from the outside by the Applicant's staff during business off hours;*
- 4) At 5 years of commencing the special use ordinance, the Applicant must appear before the PZHC and/or Village Board to submit a review of operations regarding the special use;*
- 5) Landscape and wood waste materials only which are derived from Davey Tree Expert Company's operations. Construction debris and food items prohibited; and*
- 6) Prior to installing second unit, Applicant must seek Village approval through Village staff.*

The Village Board may choose to approve all or some of the recommended conditions, and may also amend the ordinance to add additional conditions as it sees fit.

Attachments

Findings of Fact

Copy of Daily Herald Notice of Public Hearing

Ordinance with conditions from PZHC

Educational Materials

Memo from the Fire Protection District

Redacted Application

VILLAGE OF EAST DUNDEE



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

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

PART I. GENERAL INFORMATION**A. Project Information**

1. Project/Owner Name: Davey Tree Expert Company
2. Project Location: 569 Rock Road Drive, East Dundee IL 60118
3. Brief Project Description:
Install and operate a pyrolysis rotary drum to process biomass generated from our operations in biochar.
4. Project Property Legal Description:
That part of the North Half of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of Lot 1 in Rock Road Industrial Subdivision Unit No. 1; thence South 31 degrees 10 minutes 09 seconds West along the Westerly line of Rock Road Drive 225.33 feet; thence North 58 degrees 49 minutes 51 seconds West 759.35 feet to the Westerly line extended Southerly of said Lot 1; thence North 24 degrees 08 minutes 00 seconds East along the Southerly extension of said West line 227.04 feet to the Southwest corner of said Lot 1; thence South 58 degrees 49 minutes 51 seconds East along the South line of said Lot 787.16 feet to the point of beginning in the Township of Dundee, Kane County, Illinois.
5. Project Property Size in Acres and Square Feet: 4 Acres (approx. 174,240 square feet)
6. Current Zoning Status: M-2 Limited Manufacturing
7. Current Use Status: _____
8. Surrounding Land Use Zoning: _____
9. Zoning District Being Requested (if applicable): _____
10. Parcel Index Numbers of Property: 03-25-200-015

B. Owner Information

1. Signature: _____
2. Name: Davey Tree Expert Company
3. Address: 1500 North Mantua Street, Kent OH 44240
4. Phone Number: [REDACTED]

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

1. Name/Company: Davey Tree Expert Company
2. Address: PO Box 5200, Acct 165063, Kent OH 44240
3. Phone Number: [REDACTED]

PART III. JUSTIFICATION OF THE PROPOSED SPECIAL USE

Please answer all questions but be concise and brief in your answers. If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response. Applicants are encouraged to refer to drawings or other application materials as necessary to add clarity to their answers. **Applicants are also encouraged to refer to Special Use Criteria Section 157.224(C)(2) or Variances, Section 157.207(C) or Rezoning.**

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

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

1. Will the Special Use be injurious to the enjoyment of other property in the immediate vicinity for the purposes already permitted, nor will the special use substantially diminish and impair property values within the neighborhood?

The Special Use does not change the primary the operation of the property for the storing and processing of woody biomass produced in the normal course of business for Davey Tree. We do not expect the addition of Pyrolysis Rotary Drums (PRDs) to be injurious to the enjoyment of other properties or to substantially diminish and impair property values within the neighborhood.

2. Will the establishment of the Special Use impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district?

The Special Use does not change the primary the operation of the property for the storing and processing of woody biomass produced in the normal course of business for Davey Tree. We do not expect the addition of PRDs to impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

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

Adequate utilities, access roads, and drainage are already located onsite. A concrete pad and structure will be installed to protect the PRDs. The driveway will be extended to circle the pad to allow for easy entry and exit of vehicles (See site map for proposed location of concrete pad, structure, and extended driveway).

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

We do not expect the PRDs to create additional traffic. The driveway will be extended into the property around the concrete pad and structure to eliminate the need for vehicles to back up to turn around (See site map for proposed location of concrete pad, structure, and extended driveway).

5. How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village?

The addition of PRDs to Davey Tree's current site will expand the light industrial capabilities to process the woody biomass into biochar sequestering tons of CO₂ for 100s of years while creating a high value product for use in multiple processes including soil amendments for agriculture and landscaping concrete production, and water treatment. This upgrade to our current facility will create at least two full time jobs. The PRD will meet all environmental performance standards required by the Illinois Environmental Protection Agency.

IF YOU ARE APPLYING FOR A VARIANCE COMPLETE THE FOLLOWING:

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

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

3. What is proposed?

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

5. What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)

6. Specifically, how do the particular physical surroundings, shape, or topographical condition of the property result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations are carried out?

7. Specifically, what conditions are present on the property that would not be applicable generally to other property within the same zoning classification? (Suitability of Zoning)

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

9. Has the alleged difficulty been created by any person presently having an interest in the property?

10. Please give an explanation for any questions answered YES .

- | | | |
|--|-----|----|
| a. Will the granting of the variation be detrimental to the public welfare? (Circle) | YES | NO |
| b. Injurious to surround properties? (Circle) | YES | NO |
| c. Impair an adequate supply of light and air to adjacent property? (Circle) | YES | NO |
| d. Endanger public health and safety? (Circle) | YES | NO |
| e. Substantially diminish property values within the neighborhood? (Circle) | YES | NO |
| f. Conformance to the Land Use Plan? (Circle) | YES | NO |

VILLAGE OF EAST DUNDEE



PLANNING AND ZONING & HISTORIC COMMISSION MEETING SCHEDULE

MEETING TIME 7:00PM

*THURSDAY EVENING UNLESS DENOTED

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

Historic Commission Meetings (as needed)

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

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

VILLAGE OF EAST DUNDEE



APPLICATION AGREEMENT
TO PAY COSTS INCURRED AND HOLD THE VILLAGE HARMLESS

The Undersigned applicant acknowledges that the Village of East Dundee may seek advice and counsel from professional sources outside the employee staff of the Village of East Dundee in consideration of the application submitted to the Village of East Dundee by the applicant, including the services as those provided by the Village Staff, Village Attorney, Village Engineer, Planner and Fire Protection District.

The applicant further acknowledges that testimony of all witness at Public Hearings may be recorded before a court reporter and that full transcripts of the proceedings may be prepared and retained by the Village of East Dundee as part of the official record concerning the said applicant and the applicant's costs.

As an express condition in making the said application and the consideration thereof by the Village of East Dundee, the undersigned, both personally and on behalf of the applicant, agrees to hold the Village harmless and agrees to pay forthwith the costs and expenses that may be incurred by the Village of East Dundee for such professional services, including the costs and expenses of recording and transcribing any testimony at Public Hearings in connection with the said application.

The owner hereby authorizes, support and consents to this request for variation, and further authorizes, agrees and consents to allow the temporary installation and display by the Village of East Dundee of Public Notice (signage) upon the subject property.

The applicant, having read this application and fully understanding the purpose thereof, declares that the proceeding statement made are true and that the information provided herein is complete to the best of the applicant's knowledge and belief.

	4-11-2023
Individually and for the Applicant	Date

1500 North Mantua Street, Kent, OH 44240	330-673-9515
Address	Phone Number

Project Description:

Install and operate a pyrolysis rotary drum to process biomass generated from our operations in biochar.

VILLAGE OF EAST DUNDEE

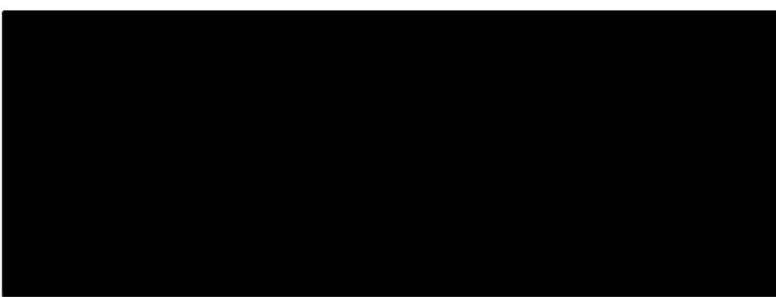


Affidavit of Ownership & Control

I (We), Davey Tree Expert Co. do hereby certify or affirm that I am the owner(s), contract purchasers, or beneficiary(s) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: *J. H. H. H.*

Owner: Davey Tree Expert Company



SUBSCRIBED AND SWORN TO before me this
11th day of April, 2023.

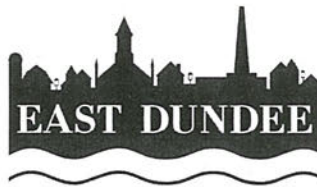
Mary Ann Schaefer
(NOTARY SIGNATURE)



MARY ANN SCHAEFER
Notary Public
State of Ohio
My Comm. Expires
November 26, 2027

(NOTARY STAMP)

VILLAGE OF EAST DUNDEE



Affidavit & Disclosure Agreement

To cover the Village expenses relating to applications for site plans, Subdivisions, Annexations, Zoning Amendments, Special Uses, Variations and the like:

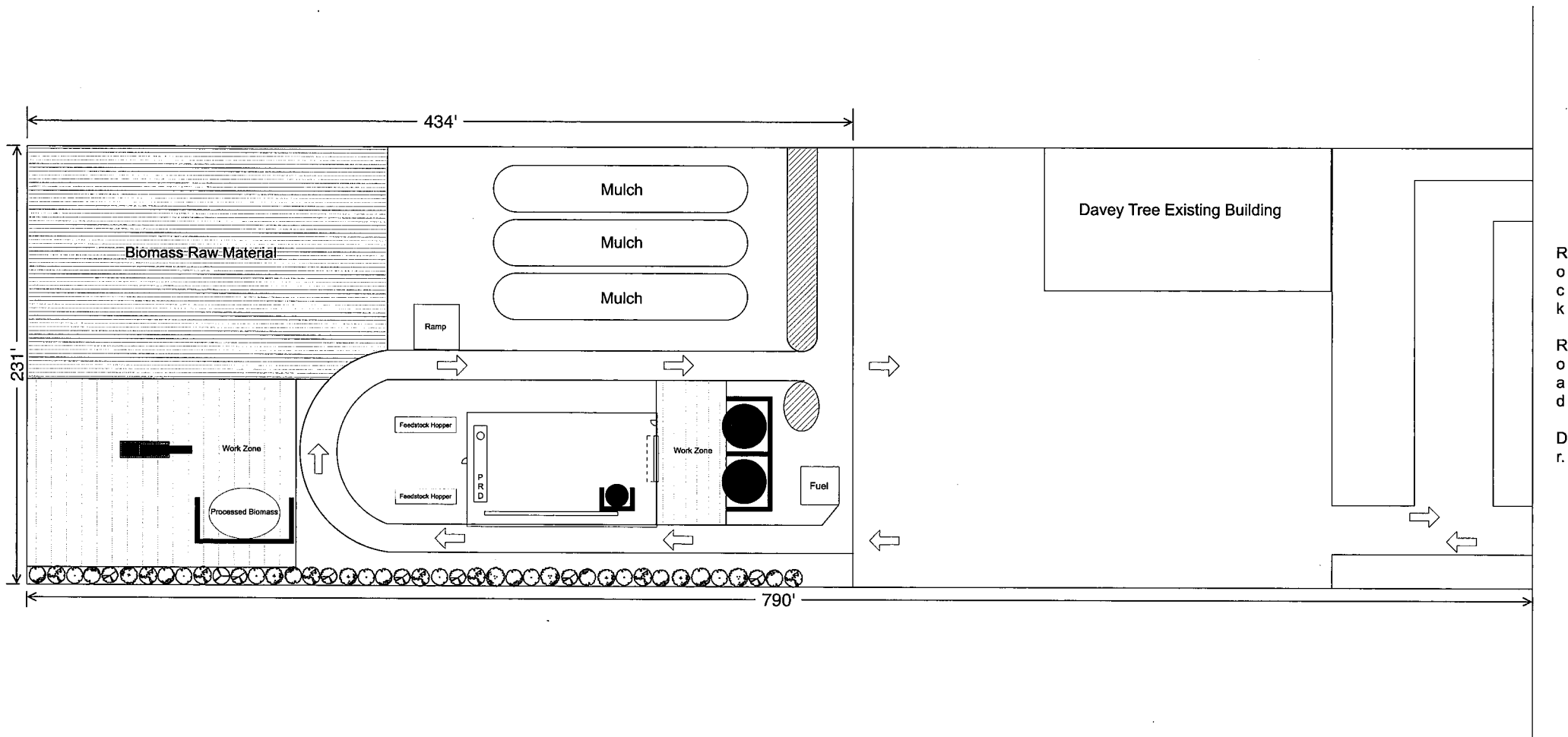
Applications shall deposit the sum required based on the type and extent of the applicants project. Any bills received by the village and any costs incurred by the Village related to the project will be billed to the applicant. Upon payment of all bills to the Village the applicant will receive their deposit back.

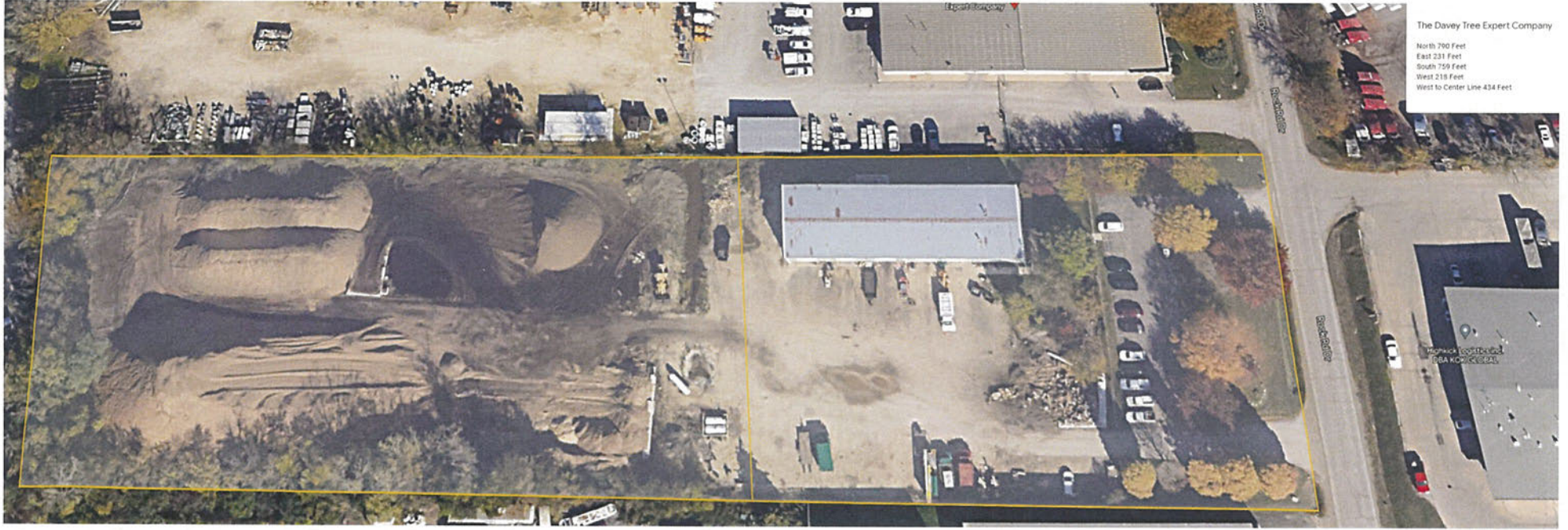
Signature: Therese Sears

Print Name: Therese Sears

Project Address: 569 Rock Road Drive, East Dundee IL 60118

That part of the North Half of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of Lot 1 in Rock Road Industrial Subdivision Unit No. 1; thence South 31 degrees 10 minutes 09 seconds West along the Westerly line of Rock Road Drive 225.33 feet; thence North 58 degrees 49 minutes 51 seconds West 759.35 feet to the Westerly line extended Southerly of said Lot 1; thence North 24 degrees 08 minutes 00 seconds East along the Southerly extension of said West line 227.04 feet to the Southwest corner of said Lot 1; thence South 58 degrees 49 minutes 51 seconds East along the South line of said Lot 787.16 feet to the point of beginning in the Township of Dundee, Kane County, Illinois.





The Davey Tree Expert Company

North 700 Feet
East 231 Feet
South 759 Feet
West 218 Feet
West to Center Line 434 Feet

Highway 107
107A KODAK



Planning and Zoning & Historic Commission Meeting

Findings of Fact – Special Use

Property Location: 569 Rock Road Drive

Hearing Date: June 1, 2023

Special Use

Requested: Solid Waste Treatment

Staff has determined the below findings of fact for the PZHHC's consideration and review:

1. **The use is not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; Circle one; Yes/No/Not Applicable (N.A.), Explain:**
Yes.
2. **The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; Yes/No/N.A.**
Yes
3. **Adequate utilities, access roads, drainage or necessary facilities have been or will be provided; Yes/No/N.A.**
Yes
4. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; Yes/No/N.A.**
NA
5. **How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village?** The 2002 Commercial Development comp. plan goal states: "To provide for an adequate and attractive commercial base to serve the needs of Village residents". This aligns with the proposed special use.

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

____ ayes ____ naves ____ absent ____ abstain

Date: _____

Signature: _____
Chair, Planning and Zoning & Historic Commission

ORDINANCE NUMBER 23-_____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, GRANTING A SPECIAL USE PERMIT ALLOWING BIOCHAR
OPERATIONS AS DESCRIBED IN SECTION 157.065(A)(1)(I)(3), LOCATED AT 569
ROCK ROAD DRIVE, EAST DUNDEE, IL 60118 (PIN 03-25-200-015) IN THE M-2
LIMITED MANUFACTURING DISTRICT**

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

WHEREAS, pursuant to the Village of East Dundee Zoning Ordinance (“Zoning Ordinance”) and the Village’s home rule authority, the Village President and Board of Trustees of the Village (“Corporate Authorities”) may provide for and allow the classification of special uses in its zoning ordinances; and

WHEREAS, under the authority of the Zoning Ordinance, Davey Tree Expert Company located at 569 Rock Road Drive with PIN 03-25-200-015 located in East Dundee, Illinois (“Property”), as legally described in Section 2 below, operates in the M-2 Limited Manufacturing District, in which solid waste and recycling treatment is allowed if the Corporate Authorities first grant a special use permit; and

WHEREAS, pursuant to the Zoning Ordinance, any person owning or having an interest in property may file an application to use such property for one or more of the special uses provided for in the zoning district in which the land is situated; and

WHEREAS, the Corporate Authorities have received a request for a special use permit for biochar operations at the Property (“Application”) from Molly Senter and Michael Veney of Davey Tree Expert Company (“Applicant”); and

WHEREAS, notice of a public hearing on the Application before the Village’s Planning and Zoning Commission was duly given and a public hearing was held on the Application on June 1, 2023; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.224 of the Zoning Ordinance for a special use permit and recommended approval of the Application, and related findings of fact; and

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission’s findings of fact and recommendations on the Application, and hereby approve the proposed special use for biochar operations on the Property subject to the conditions set forth below;

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

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Approval of Special Use Permit. The Corporate Authorities hereby approve the Application for a special use permit for the Property legally described as:

PIN 03-25-200-015

That part of the North Half of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of Lot 1 in Rock Road Industrial Subdivision Unit No. I; thence South 31 degrees 10 minutes 09 seconds West along the Westerly line of Rock Road Drive 225.33 feet; thence North 58 degrees 49 minutes 51 seconds West 759.35 feet to the Westerly line extended Southerly of said Lot I; thence North 24 degrees 08 minutes 00 seconds East along the Southerly extension of said West line 227.04 feet to the Southwest corner of said Lot I; thence South 58 degrees 49 minutes 51 seconds East along the South line of said Lot 787.16 feet to the point of beginning in the Township of Dundee, Kane County, Illinois.

Commonly known as 569 Rock Road Drive, East Dundee, IL 60118.

SECTION 3: Conditions of Approval. That the special use permit granted herein shall be constructed, operated and maintained in accordance with any plans and diagrams submitted as part of the Application, and shall be subject to the following terms and conditions:

- 1) All local, state, and federal laws and regulations are followed;
- 2) It is the Applicant's responsibility to acquire all applicable local, state, and federal permits;
- 3) The PRD unit has proper warning signs affixed to the exterior of the shelter housing the PRD unit, and said shelter is able to be secured from the outside by the Applicant's staff during business off hours;
- 4) At 5 years of commencing the special use ordinance, the Applicant must appear before the PZHC and/or Village Board to submit a review of operations regarding the special use;
- 5) Only landscape and wood waste materials, which are derived from Davey Tree Expert Company's operations, may be used. Construction debris and food items prohibited; and
- 6) Prior to installing second unit, Applicant must seek Village approval through Village staff.

SECTION 4: Failure to Comply with Conditions. The failure of Applicant, or its successors or assigns, to comply with one or more of the conditions listed in Section 3 above shall be grounds for the potential revocation of the Special Use Permit. Upon

notice, a hearing will be held. The notice will provide Applicant 14 days in which to respond and answer. A hearing will be held no sooner than 30 days after the service of the notice.

SECTION 5: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

SECTION 7: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 26th day of June 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 26th day of June 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 26th day of June 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on June ____, 2023.

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: _____
Applicant

Date: _____, 2023



Illinois Biochar Group

Research & Publications

Current Research by IBG Members

Illinois Sustainable Technology Center, University of Illinois

Scientists at the Illinois Sustainable Technology Center (<http://www.istc.illinois.edu>) on the campus of the University of Illinois are conducting biochar studies which include: (1) production of biochar from a variety of waste biomass and testing its characteristics; (2) use of biochar as a soil amendment for sustainable agriculture; and (3) potential environmental implications associated with biochar use. For more information on ISTC's biochar research, or if you are interested in exploring biochar production at your facility or establishing collaboration on biochar research, please contact Dr. Wei Zheng (wzheng@istc.illinois.edu) or Dr. Kishore Rajagopalan (kishore@istc.illinois.edu).

National Center for Agricultural Utilization Research (NCAUR)

NCAUR is one of the four regional research laboratories in the United States for the U.S. Department of Agriculture's official research branch, the Agricultural Research Service (ARS). Biochar research here has been ongoing for nearly a decade with several targeted applications:

Dr. Steve Peterson has focused mainly on using biochar as a renewable carbon substitute for carbon black filler in rubber composites. With carbon black being sourced from fossil fuels, it is desirable to move towards renewable replacements for this material, especially with its massive market in automobile tires, belts, hoses, and seals. It is through connections in the Illinois Biochar Group that Steve has collaborated quite successfully with Biochar Options, a biochar producer in Wisconsin that excels in high-carbon and low-ash biochar.

Dr. Steve Vaughn, a horticulturalist, has studied biochar as a soil amendment in various applications such as golf greens, high-value horticultural crops, and nurseries. This

Illinois Biochar Group

Dr. Veera Boddu has been a Research Leader at NCAUR since 2015, after serving for many years as a Senior Scientist with the Environmental Processes Branch of the U.S. Army Corps of Engineers in Champaign, Illinois. Lately his research has been examining avocado pits as biochar feedstock and developing biochar-based media to filter and treat agricultural runoff water contaminated with high levels of pesticides along with nitrate and phosphate fertilizers.

Publications from all three of the above listed ARS scientists can be seen by clicking on their names above, which will take you to their official ARS webpages (scroll down to and expand the 'Publications' section).

Chip Energy, Inc.

Paul Wever (pwever@pwce.com) and Dr. Paul Anderson (psanders@ilstu.edu) of Chip Energy, Inc. continue their work on biochar production and pyrolysis furnaces.

University of Illinois-Chicago

Researchers at the University of Illinois Chicago are studying the application of biochar in site remediation projects as well as the use of biochar as a filter for stormwater drainage. Dr. Krishna Reddy recently received an NSF grant to continue his work on biochar in covers for landfills. That project is entitled "**Sustainable Biocover System for Methane Oxidation in Landfills**". Project duration is: March 1, 2012 – February 28, 2015 (estimated). Dr. Reddy is the Principal Investigator and Dr. Jean Bogner is Co-Principal Investigator. For more information, contact Dr. Krishna Reddy.

The objective of this research project is to develop a new low-cost, practical, and sustainable soil system amended with biochar to effectively mitigate landfill methane emissions. Municipal solid waste landfills are the third largest anthropogenic source of methane emissions in the US. There is an urgent need to develop cost-effective innovative cover systems that can mitigate methane emissions from landfills. An integrated research program, consisting of controlled laboratory batch and column experiments, mathematical modeling, and a field demonstration, will be undertaken to investigate: (1) the physical, geochemical and geotechnical properties of biochars and biochar-amended soils; (2) the transport and enhanced adsorption of biochars and biochar-amended cover



Illinois Biochar Group

composition, methane concentrations, moisture contents, and temperatures); (5) the development of a mechanistic model for methane oxidation within biochar and biochar-amended landfill covers; and (6) the performance in a full-scale field demonstration to verify the validity of the research findings and viability of practical application. In addition, a guidance manual will be prepared for the design of biochar and biochar-amended soil cover systems for landfill applications. This project will determine the fundamental mechanisms responsible for stimulation of soil microorganisms in biochar, including the contribution of porous structure and high surface area to gaseous adsorption, moisture retention, and colonization by methanotrophic populations.

This project will result in a creative, low-cost, sustainable biochar and biochar-amended soil cover system to mitigate methane emissions at landfills and protect the environment and public health. Two graduate students will have the opportunity to gain research experience through this project in emerging field of sustainable geo-engineering. Research skills and instrumentation developed for this project will enhance classroom instruction at the undergraduate level, the graduate level, and K-12 teachers in the “Teachers as Scholars” Program. A teaching module “Engineering with Biochar” will be developed and incorporated into the existing Landfill Engineering and Sustainable Engineering courses. The project results will be widely disseminated by: (1) organizing a workshop for practicing and regulatory professionals, (2) publishing refereed journal/conference papers, and (3) participating in the Illinois and US Biochar Groups.

Summaries & Reviews on Biochar

- **International Biochar Initiative Guidelines for Specifications of Biochars document-October 2011**

The final draft document is now available on the IBI website and is awaiting final comments through November 15, 2011. For further information, and to see earlier drafts of the guidelines, and follow the course of development of the guidelines, please go to <http://www.biochar-international.org/characterizationstandard>.

- **Technical, Economical and Climate Related Aspects of Biochar Production Technologies: A Literature Review**

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Illinois Biochar Group

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- **Biochar Effects on Soil Biota – A Review**

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- **Garcia-Perez, M., T. Lewis, and C.E. Kruger. 2010. Methods for Producing Biochar and Advanced Biofuels in Washington State. Part 1: Literature Review of Pyrolysis Reactors. First project Report. Department of Biological Systems Engineering and the Center for Sustaining Agriculture and natural Resources, Washington State University, Pullman, WA. 137 pp.**

<http://www.ecy.wa.gov/pubs/1107017.pdf>

- **Biochar Research Needs and Priorities: International Biochar Initiative – Updated Draft March 2010**

Most Recent Publications

- **Biochar Production for Carbon Sequestration, Report by Allyson Stoye, Worchester Polytecnic Institute, March 15, 2011**

https://www.wpi.edu/Pubs/E-project/Available/E-project-031111-153641/unrestricted/BIOCHAR_CO2SEQ.pdf

- **Biochar Articles from Google Scholar for 2011**
- **Using Biochar as a Soil Amendment for Sustainable Agriculture**

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Wei Zheng, B.K. Sharma, Kishore Rajagopalan

Illinois Biochar Group

- **Hydrologic Properties of Biochars Produced at Different Temperatures**

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- **Life Cycle Analysis of Biochar Implementation**

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- **Biochar RefShare database** [http://www.refworks.com/refshare2?](http://www.refworks.com/refshare2?site=023461151726400000/RWWEB103579840/123851287166064000)

[site=023461151726400000/RWWEB103579840/123851287166064000](http://www.refworks.com/refshare2?site=023461151726400000/RWWEB103579840/123851287166064000)

- **Biochar Libguide** <http://uiuc.libguides.com/biochar>

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<http://pubsearch.arsnet.usda.gov/search?q=biochar&btnG=Go%21&filter=0>

[&as_sitesearch=ars.usda.gov&ie=&output=xmlno_dtd&client=ars_frontend](http://pubsearch.arsnet.usda.gov/search?q=biochar&btnG=Go%21&filter=0&as_sitesearch=ars.usda.gov&ie=&output=xmlno_dtd&client=ars_frontend)

[&lr=&proxystylesheet=ars_frontend&oe=&btnG.x=23&btnG.y=11](http://pubsearch.arsnet.usda.gov/search?q=biochar&btnG=Go%21&filter=0&as_sitesearch=ars.usda.gov&ie=&output=xmlno_dtd&client=ars_frontend&lr=&proxystylesheet=ars_frontend&oe=&btnG.x=23&btnG.y=11)

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- **International Biochar Initiative Bibliography**

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Website Hosting by **Global Hemp Inc.**

East Dundee and Countryside Fire Protection District

401 Dundee Ave,
East Dundee IL 60118



www.edfire.com
fireprevention@edfire.com

Davey Tree Special Use for Biochar

To: Planning and Zoning & Historic Commission (PZHC)
From: Marc Quattrocchi / Fire Prevention Bureau
CC: Chris Ranieri, Village of East Dundee Building Inspector
Date: May 18th, 2023
Re: 569 Rock Rd Dr, East Dundee, IL 60118

PZHC:

The East Dundee Fire District has been in discussions with Davey Tree, located at 569 Rock Rd Dr, regarding their proposed Bio Char Kiln. Davey Tree has been more than helpful in educating the Fire District on the proposed equipment, hazards, and operations involved. The East Dundee Fire District, along with the assistance of Davey Tree, has been in communication with multiple companies in the United States and Canada that currently utilize the Bio Char process. The East Dundee Fire District has also been in contact with the Fire Departments that cover their local operations regarding the call volume, permits, and responses pertaining to the Bio Char process.

With all information received, The East Dundee Fire District has no concerns about the proposed installation of this operation. The East Dundee Fire District will work diligently with Davey Tree to assist in proper site, building, mitigation, and operational plan requirements per the 2021 International Fire Code and local ordinances. The East Dundee Fire District and Davey Tree have discussed the requirements for the finalization of this project. This will include, but not limited to, the addition of a secured water supply to the site by way of a fire hydrant, emergency access roads, operation emergency shutdowns, and an updated Emergency Action Plan.

I am happy to answer any questions the PZHC may have regarding the Fire and Life Safety Codes as it pertains to this proposed operation.

Sincerely,

Marc Quattrocchi, Fire Marshal

January 20, 2021

What is biochar and how is it made?

[Subscribe to our Blog](#)

Biochar is a carbon-rich material that is made from biomass through a thermochemical conversion process known as pyrolysis. Don't worry if that all sounds like a mouthful—read on for an introduction to thermochemical conversion with a focus on biochar. You'll learn how biochar is made and the role it could play in building a sustainable, circular economy.

The challenge of organic waste

When it comes to building a circular economy, every kind of waste is either eliminated or recycled into new valuable materials. But waste comes in all shapes and sizes—there's no single "magic bullet" for addressing every different kind. That's why scientists and policymakers call for a diversity of tools and solutions for achieving sustainable economies and societies. To understand biochar, it's worth appreciating a specific form of waste—organic waste—and the problems it poses from a sustainability perspective.

The most common types of organic waste that we encounter in our day-to-day lives are food waste, yard trimmings and clippings, and—hold your nose—sewage. While these are each different in terms of material composition and life cycle (how they are made and disposed of), they tend to present similar challenges (and, as we'll see, opportunities).

Loosely understood, any material that is immediately derived from plants and animals is organic. Another common term for this is *biomass*. Sometimes the term “biodegradable” is used to describe biomass as waste because it can be broken down into organic molecules by microscopic living things like bacteria, fungi, and microbes.

Most everything, from an old cookie to a car axle, eventually breaks down under the right conditions and with enough time. But organic materials break down much faster than inorganic ones do. Because of the fast pace with which organic matter decomposes, it presents unique challenges when it comes to mitigating its environmental impacts as waste.

When biomass degrades in a landfill or a treatment center, the potent greenhouse gases (GHGs) carbon dioxide and methane are released, among others. Methane is twenty times more potent than carbon dioxide as a greenhouse gas, though carbon dioxide remains in the atmosphere for much longer.

The value of organic waste

One of the most interesting things about biochar is that it can turn what a lot of people think is useless into something valuable. Sustainability experts call this *valorization*.

“Valorization” might sound like an overly technical word, but what it describes is actually fairly simple: returning value to wasted materials. That value might be as an industrial additive, a new product, or even as a form of clean energy. The concept of valorization redefines the very idea of waste, applying instead a more dynamic understanding of how material changes over the course of its life cycle as a product. Using different methodologies and technologies, the properties and qualities of wasted biomass can be exploited to keep materials in circulation, rather than going into a landfill or a conventional treatment facility, both of which levy a heavy toll on our resources and ecosystems. Waste valorization is an application of the principles that underpin the concept of [the circular economy](#).

Thermochemical conversion is a basket term for many different technologies and methodologies. In addition to biochar production, it offers many promising pathways for valorizing different kinds of organic (and inorganic) waste for different purposes.

Thermochemically converting organic waste

Organic waste can be converted into energy or new kinds of material in highly controlled environments. By varying heat, air pressure, or oxygen levels, the properties of biomass can be transformed, resulting in liquid and gas fuels as well as solid materials with new properties. The main types of thermochemical conversion are listed below.

- pyrolysis
- gasification
- combustion

Each process requires different levels of oxygen to occur. Pyrolysis occurs when there is none. In gasification, there’s a limited amount, while combustion can’t happen without it.

Sustainable alternatives to incineration

Thermochemical conversion is a scientific discipline with a history that long predates its consideration as a sustainable pathway. Thermochemical processes, like gasification, have been applied to produce energy for more than two centuries. Coal and peat were “gasified” to fuel the first gas lamps in Victorian London, for example. Wood was gasified in Germany during both world wars to power vehicles when petroleum was unavailable. Yet, of these, the most well-known is probably incineration.

The incineration of waste—combusting or burning municipal solid waste (MSW)—remains a common practice throughout the world. Incinerating waste like MSW (which usually contains a mix of organic and inorganic materials) not only contributes high volumes of GHGs to the atmosphere, but it has been proven to release toxic gases and particles. The scientists, business innovators, and policymakers who are working to develop thermochemical conversion as a sustainable strategy for mitigating organic waste take great care to distinguish their novel work from conventional methods like incineration to achieve sustainable ends.

Common feedstocks and products

Thermochemical conversion can be applied to one or more kinds of waste, individually called “inputs” or “feedstocks.” Some common feedstocks include the following:

- food waste
- municipal solid waste (MSW)
- plastics
- sewage sludge (also known as “bio-solids”)
- agricultural by-products
- cuttings and trimmings from parks and residences

As might be imagined, every thermochemical process results in a different final product (or “output”) when applied to a different feedstock. Three basic categories of outputs are possible, depending on the combination of feedstocks and methodologies: gas, liquid, and solid products. One methodology can lead to a combination of all three product types, depending on factors like temperature, air content, and pressure.

Gas products: The gasification of wasted biomass can result in industrially valuable gas-phase products like light alkalines and olefins, typically derived from petroleum, a fossil fuel. These gases can be used directly for heat, power generation, electricity, transportation, as well as chemical and plastic production. It’s also a potential source for pure hydrogen that can be used to generate [green hydrogen energy](#).

Liquid products: Liquid products can also be made through thermochemical conversion. Pyrolysis and catalytic upgrading are two methods that can be used to create bio-oil or bio-diesel from biomass. Pure hydrogen can also be produced in this way, which can be added to fossil fuels like gasoline or liquid natural gas to improve efficiency and lower overall GHG emissions. Other bio-fuels like mixed alcohols, ethanol, and methanol can also be made using this method.

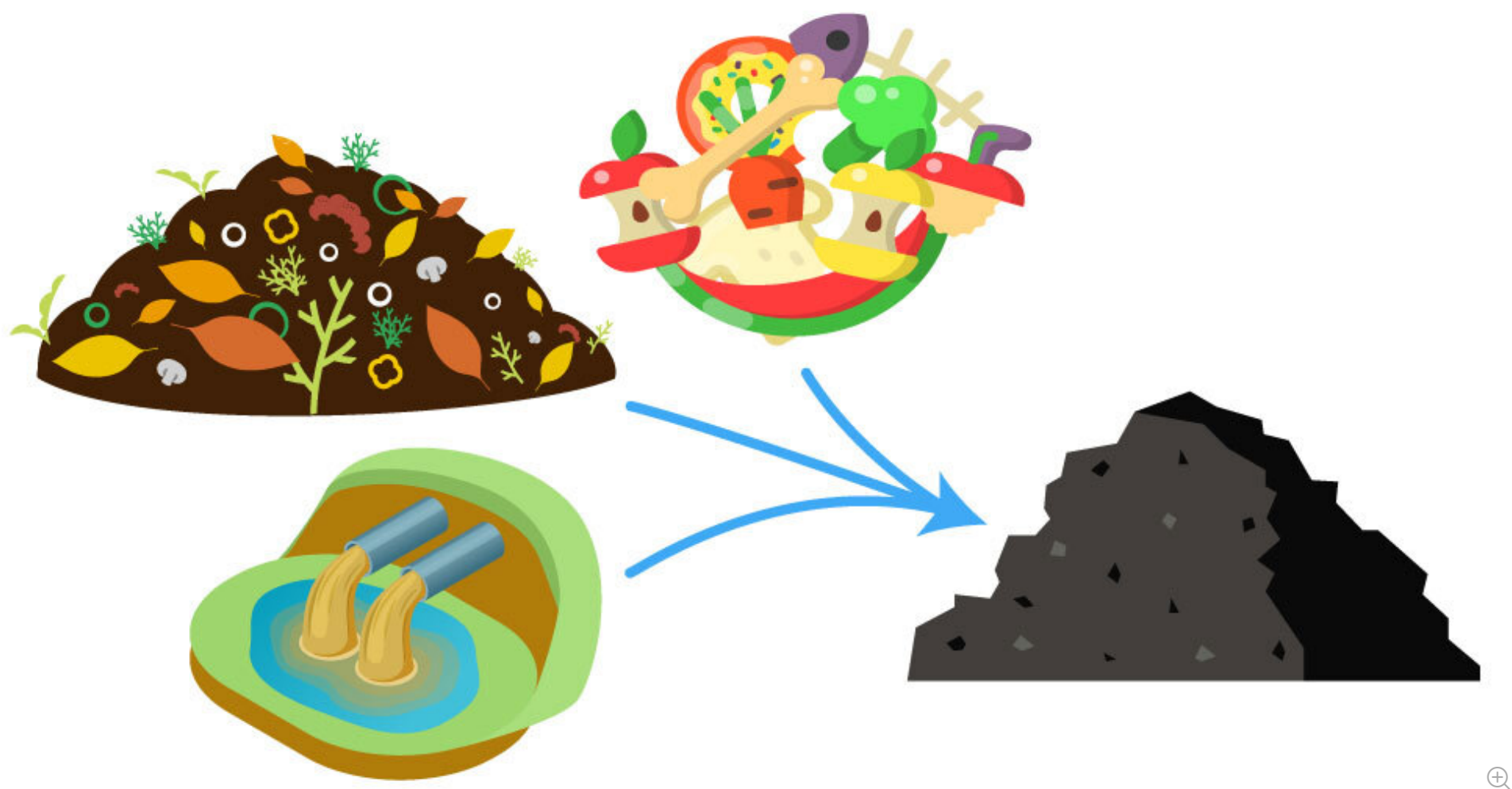
Solid products: Thermochemically treating organic or inorganic waste usually leaves behind a solid material or residue. When biomass is subjected to full pyrolysis, the result is biochar. However, combinations of partial or slow pyrolysis and gasification can be applied to organic and inorganic materials to create other materials like charcoal and carbon black.

What is biochar?

A fine-grained, highly porous type of charcoal made from biomass, biochar (despite the futuristic name) has been used by humans for over two thousand years as a soil enhancer. It helped to increase crop yields while sustaining essential soil biodiversity. One of the most well-known instances of naturally occurring biochar is in the Amazon, where native peoples there used (and still use) “terra preta” in their agricultural practices.

Natural biochar occurs when vegetation is left to smolder in layers on the forest floor following a forest fire. Plant and animal matter bakes slowly in a nearly oxygen-free environment. Today, biochar can be made in much the same way using a kiln, which allows for the precise control of its internal atmosphere and temperature.

There are no roaring flames in a biochar kiln. Instead, biomass of different kinds is slowly baked until it becomes a carbon-rich char. This process is pyrolysis, which refers to the chemical decomposition of organic material when exposed to elevated temperatures in an atmosphere with restricted levels of oxygen.



Sewage, yard waste, food waste, and other types of feedstock can be used to make biochar.

Biochar as carbon capture

Combustion—when materials burn in the presence of an oxygen-rich atmosphere—releases GHGs into the air, most notably carbon dioxide. In contrast, pyrolysis leaves most of the carbon in the original biomass trapped in a solid form. If, as an example, someone were to chop up a fallen tree and put it into a kiln, most of the carbon that the tree absorbed from the atmosphere over the course of its life would stay in the resulting biochar (which would be much smaller in volume than the original amount of wood).

One ton of biochar **sequesters (stores) carbon that would have otherwise generated 3.6 tons of carbon dioxide** if left to degrade by natural processes. As a form of thermochemical conversion, biochar not only valorizes waste, but it's a very effective method for capturing carbon and storing it in a solid state that can remain stable for centuries.

Biochar as part of the circular economy

As an industrial material

A growing number of scientists and policymakers have turned to biochar as a powerful yet simple solution for addressing the climate challenges that follow from organic wastes like sewage, food, and agricultural by-products. **A recent paper** indicated that converting waste produced by China's massive corn-growing industry into biochar could reduce the sector's overall GHG emissions by 20 percent or more.

Kathleen Draper, a biochar researcher and board member of the **International Biochar Initiative (IBI)**, is a long-time advocate for new uses of biochar beyond soil enrichment. She wants to see biochar applied in many more ways, whether as an additive for construction materials like cement and concrete or as a manufacturing material that can be used to make plastics. Ultimately, Draper's research seeks to unlock biochar's full potential as a carbonate material that can be combined with others to make strong, durable composites for industrial use. If successful, such applications would valorize unsustainable waste streams while sequestering carbon.

The majority of biochar today is made from plant and animal biomass like residential plant trimmings, food processing residues, or forestry cuttings because it's used to improve soils. Researchers like Draper believe that widening what feedstocks can be used to make biochar will, in turn, open new applications. Namely, they have in mind problematic sources of waste like sewage from treatment plants. These types of biomass could be pyrolyzed to make bitumen, carbon fibers, and other industrial materials currently made from fossil fuels.

Researchers at the Golisano Institute for Sustainability (GIS) at Rochester Institute of Technology (RIT) have explored how biochar can be made from specific types of waste to create specific products. For example, a cross-disciplinary research team led by GIS faculty member Thomas Trabold and Scott Williams, a professor at RIT's School of Chemistry and Materials Science, [successfully created a carbon-black ink using biochar](#) made from cardboard. Another project saw GIS researchers and a team from RIT's Department of Packaging Science, led by Carlos Diaz, find a way to make plastic coffee cup lids using biochar made from coffee grinds. Along with colleagues at RIT and across the Rochester region, Trabold continues to investigate how activated carbon from biochar could be used in to reduce the environmental impacts of materials and products like asphalt, concrete, and tires.

Sustainable energy through pyrolysis

Much of Sweden's capital city's heating comes from something most people don't think about more than once or twice a year: yard waste. The Stockholm municipality collects sticks, leaves, and other trimmings from residences and parks to not only make biochar, but to capture a gas by-product of pyrolysis that works just the same as natural gas. The only difference is that it's not a fossil-based fuel. The biochar itself is then delivered to gardeners and farmers to help them grow healthy plants.

In addition to clean energy and a circular soil amendment, the [Stockholm Biochar Project](#) is achieving a third, critical goal in support of the city's plan to completely decarbonize: It is sequestering carbon from the atmosphere.

Integration with existing valorization technologies

There are already many methods for valorizing organic waste that are widely used. A major focus of current biochar research is to discover how pyrolysis and gasification can be paired with one of the most common technologies, anaerobic digestion.

Anaerobic digestion, a biochemical process used to convert food waste into energy, takes advantage of fermentation, the natural process whereby bacteria breaks down organic matter. It is used to turn waste from the food and agricultural industries into fuels like bio-gas. Effluent (or digestate) is what the bacteria cannot use. Today, effluent has limited economic value because it offers inconsistent results as an agricultural product, earning it the nickname "the waste of waste."

GIS's Trabold was curious to see if thermochemical conversion could be used to help further valorize the effluent stream. His team applied pyrolysis to it to see what happened. What they found was surprising: [The pyrolyzed effluent was magnetic](#). With these findings, Trabold and his colleagues at GIS are now exploring potential uses for the new material within the electronics industry. If successful, this would offer a sustainable, renewable pathway to replace raw-ore mining.

Challenges

The path ahead for biochar is technically feasible and promising, but the road to full technological and market maturity is far from clear. The biggest challenges can be grouped into three areas: policy, logistics, and public perception.

Policy

The viability of any technology depends heavily on there being supportive policies in place that will allow it to develop and mature. This is especially true when it comes to thermochemical-conversion technology, a field of sustainability that is still largely in its infancy. Thermochemical processing has gained the most traction among supporters of bioenergy with carbon capture and storage (BECCS). A catch-all for "negative-emission" processes and technologies, many policymakers are turning to BECCS as an alternative to carbon-credit trading ("cap and trade") or carbon taxes when it comes to incentivizing climate-friendly economic growth.

Advocates of sustainable thermochemical conversion argue that biochar is an ideal application of BECCS because it both sequesters carbon and converts otherwise problematic waste into economic value. Other thermochemical conversion methods, like gasification, can also be combined with biochemical processes, like anaerobic digestion, as part of a BECCS strategy.

Despite this potential, biochar remains a rare feature of existing climate legislation, even those that include BECCS as a strategy. For example, New York State's ambitious Climate Leadership and Community Protection Act of 2019 (CLCPA) stipulates that the state's efforts must include bioenergy and BECCS technologies. While gasification and anaerobic digestion can be used to create low- or zero-carbon

fuels like biogas and biodiesel, CLCPA does not recognize pyrolysis as a BECCS process. Biochar champions worry that this will have a knock-on effect that will leave biochar out of any policies following from the bill when it could offer substantial benefits.

New York State has the third largest number of dairy cows in the United States and offers a strong opportunity for what some call a circular “bioeconomy.” The large volume of cow manure that dairy farmers end up with—a well-known source of stress on the environment—could serve as a biochar feedstock, according to Johannes Lehmann, a professor of soil science at Cornell University who has collaborated with Trabold to draw the attention of New York’s policymakers to biochar. [Lehmann has estimated](#) that the potential value of the economy would be \$272 million for farmers and \$1.3 billion for retailers. In addition, it would cut transport costs by as much \$114 million while lowering GHG emissions.

Policy can also help grow markets for biochar-based products. Through targeted taxes and other incentives, governments can encourage startups and established businesses to innovate biochar products and applications.

Business, supply, and operational logistics

Today there are few facilities in operation that are designed for large-scale, sustainable thermochemical conversion. Those that do exist tend to be focused on a single method, whether it’s a biorefinery for the production of biofuels or a kiln for making biochar.

Siting a thermochemical conversion facility, whatever its size and purpose, is complex. Coordinating a specific feedstock to make a type of biochar that can be used to make a particular product needs to take into account many different variables. Is the feedstock available all year? Is it heavy or difficult to transport? Where is the market demand for the output? Will that be consistent in the long term? These are just a few of the many questions planners and businesses need to ask to evaluate all the contingencies that could determine whether a site will be successful or not.

Regional geography is especially important when considering where to site facilities. Poultry manure, for example, has a high phosphorous content that can be sustainably recovered through thermochemical conversion (rather than mined). There’s a market for phosphorous: Large-scale farmers rely on it for their crops. However, in a state like New York, a logistical challenge arises. The region where most industrial chicken raising happens is far from where most crop-heavy farming is done. That means a planner would need to carefully consider where a facility should be built that is practical and cost-effective, but that doesn’t offset intended sustainability goals.

In the end, the potential value of biochar-based products needs to match production capacity and market demand. It’s a balancing act all businesses know, but it can be especially challenging at the innovation stage of new, sustainable technologies.

A team of researchers based at Cornell’s College of Agriculture and Life Sciences is working to solve this problem. They have found that flexibility and education are essential. Thermochemical conversion facilities need to be equipped with technology that allows them to be flexible in what it produces in order to offer value to consumers and businesses up and down the supply chain. In practice, this might mean producing biochar for farmers to use in their soil on the one hand, while also being able to “upgrade” it into activated carbon for more industrial purposes. The team points to an opportunity for establishing standards and best practices that will support growth of the sector and the quality of its products. Along with these developments, stringent efforts are needed to increase the public’s awareness of biochar and sustainable thermochemical conversion more generally so that they can appreciate the economic and ecological benefits they offer.

Public perception of biomass

Thermochemical conversion offers unique pathways for turning otherwise impactful forms of organic waste like uneaten food, sewage sludge, and plant debris from agriculture and industry into fuel or economically valuable products. However, a barrier facing this corridor of innovation within sustainability has nothing to do with technology or science: It’s the use of the word “biomass.”

The use of biomass in waste-to-energy systems is by no means a new concept—and it’s not necessarily a green one, either.

Biomass is a scientific term for describing how energy from the sun is captured within plant and animal matter. Radiant solar energy is stored by plants through photosynthesis, where it is converted into chemical energy as glucose. From there, the carbon in those sugars finds its way throughout our ecosystem until, eventually, it’s released into the atmosphere as carbon dioxide. This natural cycling of carbon

in the earth’s atmosphere is not itself a problem. It contributes to climate change only as a fraction of the many additional megatons of carbon that go into the air through the combustion of fossil fuels (which are extracted from fossilized biomass).

Direct combustion—a thermochemical conversion process—is when biomass is burned, something that humans have done for thousands of years to provide heat and to cook food. In many developing countries, burning plant material remains the principle form of energy usage. Such practices have been linked to a high incidence of respiratory illnesses due to constant exposure to fire smoke. Elsewhere, wooden biomass fuels what are called wood-to-energy power plants, where wood pellets are burned to produce power as a replacement to coal. **Biomass provided about 5 percent of the total amount of primary energy** used in the United State in 2019, the equivalent of nearly 5 quadrillion British thermal units (BTUs).

But many question the sustainability of such wood-to-energy strategies. England’s Drax power plant, for example, uses pellets made in the southeastern United States, adding a considerable carbon footprint to the total life cycle of the fuel. In some cases, **wood-burning furnaces can actually have higher net carbon emissions** than coal or natural gas plants per unit of electricity. Many experts and activists have also raised concerns over the impact of wood-burning plants on human health.

Biomass encompasses a lot of different materials, from felled trees and sticks to leftover pizzas and New York City’s sewage. It’s clear that a **life cycle assessment (LCA)** of biomass used to create biochar would produce very different results from an LCA of a wood-pellet power plant. What matters most when talking about biomass in the context of sustainability is not so much *what* it is, but what’s *being done* with it.

One thing is clear: Biochar has a clear role to play as part of the circular economy. It’s an ideal solution for turning emission-heavy organic wastes into value that can drive an economy locally, nationally, and globally.

Tags

- Sustainability Insights
- Food
- Circular Economy

About the author

Golisano Institute for Sustainability

Golisano Institute for Sustainability (GIS) is a global leader in sustainability education and research. Drawing upon the skills of more than 100 full-time engineers, technicians, research faculty, and sponsored students, it operates six dynamic research centers and over 84,000 square feet of industrial infrastructure for sustainability modeling, testing, and prototyping. Graduate-level degree programs are also offered that convey the institute’s knowledge to the next generation of industry professionals.

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State of Illinois)
Counties of Cook and Kane) SS
Village of East Dundee)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning and Zoning & Historic Commission of the Village of East Dundee will hold a public hearing on June 1, 2023, at 6:00 P.M. at the East Dundee Police Station 2nd Floor Meeting Room, 115 E. 3rd Street, East Dundee, Illinois, to consider the following request:

A request for a special use to allow for biochar solid waste treatment operations as described in Section 157.065(A)(1)(i)(3) located at 569 Rock Road Drive, East Dundee, IL 60118 in the M2 Limited Manufacturing District.

Legal Description:

That part of the North Half of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of Lot 1 in Rock Road Industrial Subdivision Unit No. 1; thence South 31 degrees 10 minutes 09 seconds West along the Westerly line of Rock Road Drive 225.33 feet; thence North 58 degrees 49 minutes 51 seconds West 759.35 feet to the Westerly line extended Southerly of said Lot 1; thence North 24 degrees 08 minutes 00 seconds East along the Southerly extension of said West line 227.04 feet to the Southwest corner of said Lot 1; thence South 58 degrees 49 minutes 51 seconds East along the South line of said Lot 787.16 feet to the point of beginning in the Township of Dundee, Kane County, Illinois.

PIN: 03-25-200-015

All interested persons will be given an opportunity to be heard. Any questions regarding this public hearing process may be directed to Franco Bottalico, 120 Barrington Avenue, East Dundee, Illinois, 60118 via email at FBottalico@eastdundee.net, or by phone at 224-293-7102. Published in Daily Herald May 15, 2023 (4599966)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 05/15/2023 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Daulea Baltz

Designee of the Publisher of the Daily Herald

Control # 4599966



Memorandum



To: Village President and Board of Trustees

From: James R. Kruger, Chief of Police

Subject: Purchase of Body Worn Cameras and Mobile Vehicle Recorders

Date: June 26, 2023

Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute a 5-year agreement with Axon Enterprises, Inc. (17800 N 85th St. Scottsdale, AZ 85255) in an amount not to exceed \$130,554 for the purchase of Body Worn Cameras and the associated software licensing. Additionally, this resolution authorizes the purchase of Mobile Vehicle Recorders for squad cars in the amount of \$80,650.80.

Funding Source:

Body Worn Cameras - SY 2023

Capital Projects Fund (32) Police Equipment 32-21-5940: \$26,110.80 per year
(Total: \$130,554.00 over 5 installments)

Motor Vehicle Recorders - FY 2024

Capital Projects Fund (32) Police Equipment 32-21-5940: \$14,890.33 per year
(Total: \$80,650.80 over 5 installments)

Summary:

Illinois municipalities are required to deploy body-worn cameras ("BWC") by January 1, 2025. It is an expectation of the community and society that police officers are equipped with BWC's as a means to ensure professional conduct as well as record incidents for evidentiary value. It has been a long-standing concept that police officers by far conduct themselves in a professional and proper manner but are also subject to erroneous complaints. BWC's are a means to be able to prove the actions of our officers were appropriate and also reduce liability.

The request is for a five-year contract for the equipment, licensing, software, and storage. The BWC cost is broken down per year with the first installment due upon approval and then every September through 2027. The MVR cost is payable on an annual basis but will not start until the 2024 fiscal year. The Police Department has six marked patrol vehicles requiring a mobile vehicle recorder. The monthly cost per vehicle is \$224.03 or an annualized cost of \$16,130.16. Our current L-3 MVR equipment is now obsolete and out of support. We have been

piecemealing the systems to nurse them along until the Axon Fleet 3 units were available. These systems will integrate with the BWC's and will also trigger the BWC when the emergency lights are activated, as well as integrate with CAD to automatically flag certain calls for service in case an officer forgets to flag an event required by state law. The hardware will be replaced for free after five-years of use. It is important that the BWC's and the MVR systems integrate and are able to be administrated from a single software source for redaction and FOIA workload. The old MVR units had an initial cost of \$6,000 each plus annual maintenance and storage costs. Both the BWC and the MVR systems come with Axon's Technology Assurance Plan (TAP) that includes automatic hardware replacement to the newest version in five years and a minimum of three hardware refreshes if required.

Our insurance carrier, IPMG, has a grant program that we have submitted for. The Village will receive \$10,000 in reimbursement after we purchase.

Additionally, staff have submitted to the Federal Small/Rural/Tribal Body-worn Camera Grant Program for both the BWC program and additional staff time for video FOIA administration. This grant application is for \$40,000 in equipment and \$65,520 for three years of personnel time. We will also apply for the Illinois Law Enforcement Training and Standards Board Camera Grant, however, that one requires the Village to purchase and pay for the equipment prior to eligibility as well.

Attachments:

Resolution

Agreement

Axon Body Worn Camera Quote

Axon Mobile Vehicle Recorder Fleet 3 Quote

Axon Company Information Sheet

50 ILCS 706/ LEO BWC Act

Resolution No. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE, ILLINOIS AND AXON ENTERPRISES FOR BODY WORN CAMERAS, VEHICLE CAMERAS AND ASSOCIATED SOFTWARE

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

WHEREAS, the Village desires to purchase body worn cameras and vehicle recording systems for East Dundee police officers and squad cars; and,

WHEREAS, the Village has obtained pricing from Axon Enterprises, the national leader in body worn cameras and software; and,

WHEREAS, the Village has a satisfactory relationship with and has received a proposal from Axon Enterprises for such services that the corporate authorities finds to be in the best interest of the Village.

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 BETWEEN VILLAGE OF EAST DUNDEE, IL AND AXON ENTERPRISES* attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and the Village President or the Village Administrator, be and is hereby authorized to execute said agreement on behalf of the Village of East Dundee.

Section 2. 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 3: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

PASSED this 26th day of June 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 26th day of June 2023

Jeffrey J. Lynam, Village President

Attest: _____
Katherine Diehl, Village Clerk



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer .All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.3.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services

are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's

reasonable control.

- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**"TASER Data"**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
10. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
11. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7, OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7, OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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-
- may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
15. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
16. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
17. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
18. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need



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<ul style="list-style-type: none">• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
/Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock• Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency• Does not include physical mounting of docks
Axon instructor training (Train the Trainer) <p>Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
Best practice implementation planning session to include: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions <p>On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.• For the CEW Full Service Package: Training for up to 3 individuals at Agency• For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment <p>Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
Post go-live review <p>For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs <p>Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty**. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
- 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
- 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 5.8. misrepresent the source or ownership; or
- 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2. **Full-Time ASE Scope of Services.**

- 2.1. A Full-Time ASE will work on-site four (4) days per week.
- 2.2. Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
- 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

- 2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration
Assisting with assigning cameras and registering docks
Maintaining Agency’s Axon Evidence account
Connecting Agency to “Early Access” programs for new devices
Account Maintenance
Conducting on-site training on new features and devices for Agency leadership team(s)
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly meetings to cover current issues and program status
Data Analysis
Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing Agency’s Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support
Providing on-site, tier 1 and tier 2 technical support for Axon devices
Proactively monitoring the health of Axon equipment
Creating and monitoring RMAs on-site
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency’s production environment
Agency Advocacy
Coordinating bi-annual voice of customer meetings with Axon’s Device Management team
Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**

- 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
- 3.4. The Regional ASE service options are listed below:

**Account Maintenance**

Conducting remote training on new features and devices for Agency's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly conference calls to cover current issues and program status
Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices
Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities
Comparing an Agency's Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team
Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.



Master Services and Purchasing Agreement for Agency

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **"Recipient Contact Information"** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if



account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-440584-45099.581AH

Issued: 06/22/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 157752

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-115 E 3rd St 115 E 3rd St East Dundee, IL 60118-1303 USA	East Dundee Police Dept.- IL 115 E 3rd St East Dundee IL 60118-1303 USA Email:	Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	James Kruger Phone: Email: jkruger@eastdundee.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$130,554.00
ESTIMATED TOTAL W/ TAX	\$130,554.00

Discount Summary

Average Savings Per Year	\$678.72
TOTAL SAVINGS	\$3,393.60

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$26,110.80	\$0.00	\$26,110.80
Sep 2024	\$26,110.80	\$0.00	\$26,110.80
Sep 2025	\$26,110.80	\$0.00	\$26,110.80
Sep 2026	\$26,110.80	\$0.00	\$26,110.80
Sep 2027	\$26,110.80	\$0.00	\$26,110.80
Total	\$130,554.00	\$0.00	\$130,554.00

Quote Unbundled Price:	\$133,947.60
Quote List Price:	\$128,184.00
Quote Subtotal:	\$130,554.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	20	60	\$33.79	\$32.50	\$32.50	\$39,000.00	\$0.00	\$39,000.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$69.79	\$34.66	\$34.66	\$4,159.20	\$0.00	\$4,159.20
A la Carte Hardware									
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	15			\$121.80	\$121.80	\$1,827.00	\$0.00	\$1,827.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
H00001	AB4 Camera Bundle	20			\$849.00	\$849.00	\$16,980.00	\$0.00	\$16,980.00
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	60		\$0.55	\$0.55	\$9,900.00	\$0.00	\$9,900.00
73682	AUTO TAGGING LICENSE	20	60		\$9.00	\$9.00	\$10,800.00	\$0.00	\$10,800.00
73478	REDACTION ASSISTANT USER LICENSE	20	60		\$9.00	\$9.00	\$10,800.00	\$0.00	\$10,800.00
ProLicense	Pro License Bundle	6	60		\$39.00	\$42.25	\$15,210.00	\$0.00	\$15,210.00
BasicLicense	Basic License Bundle	16	60		\$15.00	\$16.25	\$15,600.00	\$0.00	\$15,600.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$130,554.00	\$0.00	\$130,554.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	20	09/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	22	09/01/2023
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	22	09/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	09/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	09/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	09/01/2023
A la Carte	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	15	09/01/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	03/01/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	20	03/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	09/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	20	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	16	10/01/2023	09/30/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	16	10/01/2023	09/30/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	10/01/2023	09/30/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	10/01/2023	09/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	20	10/01/2023	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	20	10/01/2023	09/30/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	09/01/2024	09/30/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	20	09/01/2024	09/30/2028

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	15	\$365.40	\$0.00	\$365.40
Year 1	73478	REDACTION ASSISTANT USER LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 1	73682	AUTO TAGGING LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$1,980.00	\$0.00	\$1,980.00
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 1	BasicLicense	Basic License Bundle	16	\$3,120.00	\$0.00	\$3,120.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 1	H00001	AB4 Camera Bundle	20	\$3,396.00	\$0.00	\$3,396.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 1	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
Total				\$26,110.80	\$0.00	\$26,110.80

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	20	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	15	\$365.40	\$0.00	\$365.40
Year 2	73478	REDACTION ASSISTANT USER LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 2	73682	AUTO TAGGING LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$1,980.00	\$0.00	\$1,980.00
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 2	BasicLicense	Basic License Bundle	16	\$3,120.00	\$0.00	\$3,120.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 2	H00001	AB4 Camera Bundle	20	\$3,396.00	\$0.00	\$3,396.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 2	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
Total				\$26,110.80	\$0.00	\$26,110.80

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	15	\$365.40	\$0.00	\$365.40
Year 3	73478	REDACTION ASSISTANT USER LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 3	73682	AUTO TAGGING LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$1,980.00	\$0.00	\$1,980.00

Non-Binding Budgetary Estimate

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 3	BasicLicense	Basic License Bundle	16	\$3,120.00	\$0.00	\$3,120.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 3	H00001	AB4 Camera Bundle	20	\$3,396.00	\$0.00	\$3,396.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 3	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
Total				\$26,110.80	\$0.00	\$26,110.80

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	15	\$365.40	\$0.00	\$365.40
Year 4	73478	REDACTION ASSISTANT USER LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 4	73682	AUTO TAGGING LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$1,980.00	\$0.00	\$1,980.00
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 4	BasicLicense	Basic License Bundle	16	\$3,120.00	\$0.00	\$3,120.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 4	H00001	AB4 Camera Bundle	20	\$3,396.00	\$0.00	\$3,396.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 4	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
Total				\$26,110.80	\$0.00	\$26,110.80

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	15	\$365.40	\$0.00	\$365.40
Year 5	73478	REDACTION ASSISTANT USER LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 5	73682	AUTO TAGGING LICENSE	20	\$2,160.00	\$0.00	\$2,160.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	300	\$1,980.00	\$0.00	\$1,980.00
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 5	BasicLicense	Basic License Bundle	16	\$3,120.00	\$0.00	\$3,120.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.84	\$0.00	\$831.84
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	20	\$7,800.00	\$0.00	\$7,800.00
Year 5	H00001	AB4 Camera Bundle	20	\$3,396.00	\$0.00	\$3,396.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$655.56	\$0.00	\$655.56
Year 5	ProLicense	Pro License Bundle	6	\$3,042.00	\$0.00	\$3,042.00
Total				\$26,110.80	\$0.00	\$26,110.80

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-491937-45099.706AH

Issued: 06/22/2023

Quote Expiration: 07/11/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 157752

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-115 E 3rd St 115 E 3rd St East Dundee, IL 60118-1303 USA	East Dundee Police Dept.- IL 115 E 3rd St East Dundee IL 60118-1303 USA Email:	Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	James Kruger Phone: Email: jkruger@eastdundee.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$80,650.80
ESTIMATED TOTAL W/ TAX	\$80,650.80

Discount Summary

Average Savings Per Year	\$5,718.96
TOTAL SAVINGS	\$28,594.80

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$14,890.33	\$0.00	\$14,890.33
Jan 2025	\$15,485.94	\$0.00	\$15,485.94
Jan 2026	\$16,105.37	\$0.00	\$16,105.37
Jan 2027	\$16,749.59	\$0.00	\$16,749.59
Jan 2028	\$17,419.57	\$0.00	\$17,419.57
Total	\$80,650.80	\$0.00	\$80,650.80

Quote Unbundled Price:	\$109,245.60
Quote List Price:	\$91,645.20
Quote Subtotal:	\$80,650.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	6	60	\$303.46	\$254.57	\$224.03	\$80,650.80	\$0.00	\$80,650.80
Total							\$80,650.80	\$0.00	\$80,650.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	6	01/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	6	01/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	6	01/01/2024
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	6	01/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	6	01/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	6	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	6	02/01/2024	01/31/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	6	02/01/2024	01/31/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	6	02/01/2024	01/31/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	12	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	6	01/01/2025	01/31/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	6	01/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Fleet 3 Advanced	Fleet3A	Fleet 3 Advanced	6	\$14,890.33	\$0.00	\$14,890.33
Total				\$14,890.33	\$0.00	\$14,890.33

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Fleet 3 Advanced	Fleet3A	Fleet 3 Advanced	6	\$15,485.94	\$0.00	\$15,485.94
Total				\$15,485.94	\$0.00	\$15,485.94

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - Fleet 3 Advanced	Fleet3A	Fleet 3 Advanced	6	\$16,105.37	\$0.00	\$16,105.37
Total				\$16,105.37	\$0.00	\$16,105.37

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - Fleet 3 Advanced	Fleet3A	Fleet 3 Advanced	6	\$16,749.59	\$0.00	\$16,749.59
Total				\$16,749.59	\$0.00	\$16,749.59

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Fleet 3 Advanced	Fleet3A	Fleet 3 Advanced	6	\$17,419.57	\$0.00	\$17,419.57
Total				\$17,419.57	\$0.00	\$17,419.57

Non-Binding Budgetary Estimate

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

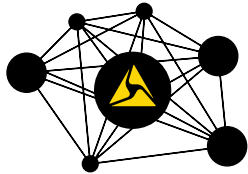




9 REASONS WHY YOU SHOULD CHOOSE AXON



YOUR MISSION EVERY DAY IS TO PROTECT LIFE. SO IS OURS. WE ARE AXON, A TEAM COMMITTED TO PUSHING THE BOUNDARIES OF TECHNOLOGY TO HELP YOU FEEL MORE CONFIDENT IN THE FIELD, AT THE STATION, AND IN COURT.



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With our strategic partners allow for ease of sharing with no workflow disruptions.



120+ PERSON

Professional Services Team is available for on-site implementation.



WE OFFER PRODUCT TRIALS

Put our products to the test without cost or obligation.



MANUFACTURED IN ARIZONA

All of our products are made at our HQ in Scottsdale.

—1993—

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WE ARE TRANSFORMING PUBLIC SAFETY WITH TECHNOLOGY

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as [Public Acts](#) soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the [Guide](#).

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

LOCAL GOVERNMENT
(50 ILCS 706/) Law Enforcement Officer-Worn Body Camera Act.

(50 ILCS 706/Art. 10 heading)
ARTICLE 10.

(Source: P.A. 99-352, eff. 1-1-16.)

(50 ILCS 706/10-1)

Sec. 10-1. Short title. This Article may be cited as the Law Enforcement Officer-Worn Body Camera Act. References in this Article to "this Act" mean this Article.

(Source: P.A. 102-558, eff. 8-20-21.)

(50 ILCS 706/10-5)

Sec. 10-5. Purpose. The General Assembly recognizes that trust and mutual respect between law enforcement agencies and the communities they protect and serve are essential to effective policing and the integrity of our criminal justice system. The General Assembly recognizes that officer-worn body cameras have developed as a technology that has been used and experimented with by police departments. Officer-worn body cameras will provide state-of-the-art evidence collection and additional opportunities for training and instruction. Further, officer-worn body cameras may provide impartial evidence and documentation to settle disputes and allegations of officer misconduct. Ultimately, the uses of officer-worn body cameras will help collect evidence while improving transparency and accountability, and strengthening public trust. The General Assembly creates these standardized protocols and procedures for the use of officer-worn body cameras to ensure that this technology is used in furtherance of these goals while protecting individual privacy and providing consistency in its use across this State.

(Source: P.A. 99-352, eff. 1-1-16.)

(50 ILCS 706/10-10)

Sec. 10-10. Definitions. As used in this Act:

"Badge" means an officer's department issued identification number associated with his or her position as a police officer with that department.

"Board" means the Illinois Law Enforcement Training Standards Board created by the Illinois Police Training Act.

"Business offense" means a petty offense for which the fine is in excess of \$1,000.

"Community caretaking function" means a task undertaken by a law enforcement officer in which the officer is performing an articulable act unrelated to the investigation of a crime. "Community caretaking function" includes, but is not limited to, participating in town halls or other community outreach, helping a child find his or her parents, providing death notifications,

and performing in-home or hospital well-being checks on the sick, elderly, or persons presumed missing. "Community caretaking function" excludes law enforcement-related encounters or activities.

"Fund" means the Law Enforcement Camera Grant Fund.

"In uniform" means a law enforcement officer who is wearing any officially authorized uniform designated by a law enforcement agency, or a law enforcement officer who is visibly wearing articles of clothing, a badge, tactical gear, gun belt, a patch, or other insignia that he or she is a law enforcement officer acting in the course of his or her duties.

"Law enforcement officer" or "officer" means any person employed by a State, county, municipality, special district, college, unit of government, or any other entity authorized by law to employ peace officers or exercise police authority and who is primarily responsible for the prevention or detection of crime and the enforcement of the laws of this State.

"Law enforcement agency" means all State agencies with law enforcement officers, county sheriff's offices, municipal, special district, college, or unit of local government police departments.

"Law enforcement-related encounters or activities" include, but are not limited to, traffic stops, pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd control, traffic control, non-community caretaking interactions with an individual while on patrol, or any other instance in which the officer is enforcing the laws of the municipality, county, or State. "Law enforcement-related encounter or activities" does not include when the officer is completing paperwork alone, is participating in training in a classroom setting, or is only in the presence of another law enforcement officer.

"Minor traffic offense" means a petty offense, business offense, or Class C misdemeanor under the Illinois Vehicle Code or a similar provision of a municipal or local ordinance.

"Officer-worn body camera" means an electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings that may be worn about the person of a law enforcement officer.

"Peace officer" has the meaning provided in Section 2-13 of the Criminal Code of 2012.

"Petty offense" means any offense for which a sentence of imprisonment is not an authorized disposition.

"Recording" means the process of capturing data or information stored on a recording medium as required under this Act.

"Recording medium" means any recording medium authorized by the Board for the retention and playback of recorded audio and video including, but not limited to, VHS, DVD, hard drive, cloud storage, solid state, digital, flash memory technology, or any other electronic medium.

(Source: P.A. 102-1104, eff. 12-6-22.)

(50 ILCS 706/10-15)

Sec. 10-15. Applicability.

(a) All law enforcement agencies must employ the use of officer-worn body cameras in accordance with the provisions of this Act, whether or not the agency receives or has received monies from the Law Enforcement Camera Grant Fund.

(b) Except as provided in subsection (b-5), all law enforcement agencies must implement the use of body cameras for all law enforcement officers, according to the following schedule:

(1) for municipalities and counties with

populations of 500,000 or more, body cameras shall be implemented by January 1, 2022;

(2) for municipalities and counties with populations of 100,000 or more but under 500,000, body cameras shall be implemented by January 1, 2023;

(3) for municipalities and counties with populations of 50,000 or more but under 100,000, body cameras shall be implemented by January 1, 2024;

(4) for municipalities and counties under 50,000, body cameras shall be implemented by January 1, 2025; and

(5) for all State agencies with law enforcement officers and other remaining law enforcement agencies, body cameras shall be implemented by January 1, 2025.

(b-5) If a law enforcement agency that serves a municipality with a population of at least 100,000 but not more than 500,000 or a law enforcement agency that serves a county with a population of at least 100,000 but not more than 500,000 has ordered by October 1, 2022 or purchased by that date officer-worn body cameras for use by the law enforcement agency, then the law enforcement agency may implement the use of body cameras for all of its law enforcement officers by no later than July 1, 2023. Records of purchase within this timeline shall be submitted to the Illinois Law Enforcement Training Standards Board by January 1, 2023.

(c) A law enforcement agency's compliance with the requirements under this Section shall receive preference by the Illinois Law Enforcement Training Standards Board in awarding grant funding under the Law Enforcement Camera Grant Act.

(d) This Section does not apply to court security officers, State's Attorney investigators, and Attorney General investigators.

(Source: P.A. 101-652, eff. 7-1-21; 102-28, eff. 6-25-21; 102-1104, eff. 12-6-22.)

(50 ILCS 706/10-20)

Sec. 10-20. Requirements.

(a) The Board shall develop basic guidelines for the use of officer-worn body cameras by law enforcement agencies. The guidelines developed by the Board shall be the basis for the written policy which must be adopted by each law enforcement agency which employs the use of officer-worn body cameras. The written policy adopted by the law enforcement agency must include, at a minimum, all of the following:

(1) Cameras must be equipped with pre-event recording, capable of recording at least the 30 seconds prior to camera activation, unless the officer-worn body camera was purchased and acquired by the law enforcement agency prior to July 1, 2015.

(2) Cameras must be capable of recording for a period of 10 hours or more, unless the officer-worn body camera was purchased and acquired by the law enforcement agency prior to July 1, 2015.

(3) Cameras must be turned on at all times when the officer is in uniform and is responding to calls for service or engaged in any law enforcement-related encounter or activity that occurs while the officer is on duty.

(A) If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable.

(B) Officer-worn body cameras may be turned off when the officer is inside of a patrol car which is equipped with a functioning in-car camera; however, the officer must turn on the camera upon exiting the patrol vehicle for law enforcement-related encounters.

(C) Officer-worn body cameras may be turned off when the officer is inside a correctional facility or courthouse which is equipped with a functioning camera system.

(4) Cameras must be turned off when:

(A) the victim of a crime requests that the camera be turned off, and unless impractical or impossible, that request is made on the recording;

(B) a witness of a crime or a community member who wishes to report a crime requests that the camera be turned off, and unless impractical or impossible that request is made on the recording;

(C) the officer is interacting with a confidential informant used by the law enforcement agency; or

(D) an officer of the Department of Revenue enters a Department of Revenue facility or conducts an interview during which return information will be discussed or visible.

However, an officer may continue to record or resume recording a victim or a witness, if exigent circumstances exist, or if the officer has reasonable articulable suspicion that a victim or witness, or confidential informant has committed or is in the process of committing a crime. Under these circumstances, and unless impractical or impossible, the officer must indicate on the recording the reason for continuing to record despite the request of the victim or witness.

(4.5) Cameras may be turned off when the officer is engaged in community caretaking functions. However, the camera must be turned on when the officer has reason to believe that the person on whose behalf the officer is performing a community caretaking function has committed or is in the process of committing a crime. If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable.

(5) The officer must provide notice of recording to any person if the person has a reasonable expectation of privacy and proof of notice must be evident in the recording. If exigent circumstances exist which prevent the officer from providing notice, notice must be provided as soon as practicable.

(6) (A) For the purposes of redaction or duplicating recordings, access to camera recordings shall be restricted to only those personnel responsible for those purposes. The recording officer or his or her supervisor may not redact, duplicate, or otherwise alter the recording officer's camera recordings. Except as otherwise provided in this Section, the recording officer and his or her supervisor may access and review recordings prior to completing incident reports or other documentation, provided that the supervisor discloses that fact in the report or documentation.

(i) A law enforcement officer shall not have access to or review his or her body-worn camera recordings or the body-worn camera recordings of another officer prior to completing incident reports or other documentation when the officer:

(a) has been involved in or is a witness to an officer-involved shooting, use of deadly force incident, or use of force incidents resulting in great bodily harm;

(b) is ordered to write a report in response

to or during the investigation of a misconduct complaint against the officer.

(ii) If the officer subject to subparagraph (i) prepares a report, any report shall be prepared without viewing body-worn camera recordings, and subject to supervisor's approval, officers may file amendatory reports after viewing body-worn camera recordings. Supplemental reports under this provision shall also contain documentation regarding access to the video footage.

(B) The recording officer's assigned field training officer may access and review recordings for training purposes. Any detective or investigator directly involved in the investigation of a matter may access and review recordings which pertain to that investigation but may not have access to delete or alter such recordings.

(7) Recordings made on officer-worn cameras must be retained by the law enforcement agency or by the camera vendor used by the agency, on a recording medium for a period of 90 days.

(A) Under no circumstances shall any recording, except for a non-law enforcement related activity or encounter, made with an officer-worn body camera be altered, erased, or destroyed prior to the expiration of the 90-day storage period. In the event any recording made with an officer-worn body camera is altered, erased, or destroyed prior to the expiration of the 90-day storage period, the law enforcement agency shall maintain, for a period of one year, a written record including (i) the name of the individual who made such alteration, erasure, or destruction, and (ii) the reason for any such alteration, erasure, or destruction.

(B) Following the 90-day storage period, any and all recordings made with an officer-worn body camera must be destroyed, unless any encounter captured on the recording has been flagged. An encounter is deemed to be flagged when:

(i) a formal or informal complaint has been filed;

(ii) the officer discharged his or her firearm or used force during the encounter;

(iii) death or great bodily harm occurred to any person in the recording;

(iv) the encounter resulted in a detention or an arrest, excluding traffic stops which resulted in only a minor traffic offense or business offense;

(v) the officer is the subject of an internal investigation or otherwise being investigated for possible misconduct;

(vi) the supervisor of the officer, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution; or

(vii) the recording officer requests that the video be flagged for official purposes related to his or her official duties or believes it may have evidentiary value in a criminal prosecution.

(C) Under no circumstances shall any recording made with an officer-worn body camera relating to a flagged encounter be altered or destroyed prior to 2 years after the recording was flagged. If the flagged recording was used in a criminal, civil, or administrative proceeding, the recording shall not be

destroyed except upon a final disposition and order from the court.

(D) Nothing in this Act prohibits law enforcement agencies from labeling officer-worn body camera video within the recording medium; provided that the labeling does not alter the actual recording of the incident captured on the officer-worn body camera. The labels, titles, and tags shall not be construed as altering the officer-worn body camera video in any way.

(8) Following the 90-day storage period, recordings may be retained if a supervisor at the law enforcement agency designates the recording for training purposes. If the recording is designated for training purposes, the recordings may be viewed by officers, in the presence of a supervisor or training instructor, for the purposes of instruction, training, or ensuring compliance with agency policies.

(9) Recordings shall not be used to discipline law enforcement officers unless:

(A) a formal or informal complaint of misconduct has been made;

(B) a use of force incident has occurred;

(C) the encounter on the recording could result in a formal investigation under the Uniform Peace Officers' Disciplinary Act; or

(D) as corroboration of other evidence of misconduct.

Nothing in this paragraph (9) shall be construed to limit or prohibit a law enforcement officer from being subject to an action that does not amount to discipline.

(10) The law enforcement agency shall ensure proper care and maintenance of officer-worn body cameras. Upon becoming aware, officers must as soon as practical document and notify the appropriate supervisor of any technical difficulties, failures, or problems with the officer-worn body camera or associated equipment. Upon receiving notice, the appropriate supervisor shall make every reasonable effort to correct and repair any of the officer-worn body camera equipment.

(11) No officer may hinder or prohibit any person, not a law enforcement officer, from recording a law enforcement officer in the performance of his or her duties in a public place or when the officer has no reasonable expectation of privacy. The law enforcement agency's written policy shall indicate the potential criminal penalties, as well as any departmental discipline, which may result from unlawful confiscation or destruction of the recording medium of a person who is not a law enforcement officer. However, an officer may take reasonable action to maintain safety and control, secure crime scenes and accident sites, protect the integrity and confidentiality of investigations, and protect the public safety and order.

(b) Recordings made with the use of an officer-worn body camera are not subject to disclosure under the Freedom of Information Act, except that:

(1) if the subject of the encounter has a reasonable expectation of privacy, at the time of the recording, any recording which is flagged, due to the filing of a complaint, discharge of a firearm, use of force, arrest or detention, or resulting death or bodily harm, shall be disclosed in accordance with the Freedom of Information Act if:

(A) the subject of the encounter captured on the recording is a victim or witness; and

(B) the law enforcement agency obtains written permission of the subject or the subject's legal representative;

(2) except as provided in paragraph (1) of this subsection (b), any recording which is flagged due to the filing of a complaint, discharge of a firearm, use of force, arrest or detention, or resulting death or bodily harm shall be disclosed in accordance with the Freedom of Information Act; and

(3) upon request, the law enforcement agency shall disclose, in accordance with the Freedom of Information Act, the recording to the subject of the encounter captured on the recording or to the subject's attorney, or the officer or his or her legal representative.

For the purposes of paragraph (1) of this subsection (b), the subject of the encounter does not have a reasonable expectation of privacy if the subject was arrested as a result of the encounter. For purposes of subparagraph (A) of paragraph (1) of this subsection (b), "witness" does not include a person who is a victim or who was arrested as a result of the encounter.

Only recordings or portions of recordings responsive to the request shall be available for inspection or reproduction. Any recording disclosed under the Freedom of Information Act shall be redacted to remove identification of any person that appears on the recording and is not the officer, a subject of the encounter, or directly involved in the encounter. Nothing in this subsection (b) shall require the disclosure of any recording or portion of any recording which would be exempt from disclosure under the Freedom of Information Act.

(c) Nothing in this Section shall limit access to a camera recording for the purposes of complying with Supreme Court rules or the rules of evidence.

(Source: P.A. 101-652, eff. 7-1-21; 102-28, eff. 6-25-21; 102-687, eff. 12-17-21; 102-694, eff. 1-7-22; 102-1104, eff. 12-6-22.)

(50 ILCS 706/10-25)

Sec. 10-25. Reporting.

(a) Each law enforcement agency must provide an annual report on the use of officer-worn body cameras to the Board, on or before May 1 of the year. The report shall include:

(1) a brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras;

(2) the number of officer-worn body cameras utilized by the law enforcement agency;

(3) any technical issues with the equipment and how those issues were remedied;

(4) a brief description of the review process used by supervisors within the law enforcement agency;

(5) (blank); and

(6) any other information relevant to the administration of the program.

(b) On or before July 30 of each year, the Board must analyze the law enforcement agency reports and provide an annual report to the General Assembly and the Governor.

(Source: P.A. 101-652, eff. 7-1-21; 102-1104, eff. 12-6-22.)

(50 ILCS 706/10-30)

Sec. 10-30. Evidence. The recordings may be used as evidence in any administrative, judicial, legislative, or disciplinary proceeding. If a court or other finder of fact finds by a preponderance of the evidence that a recording was intentionally

not captured, destroyed, altered, or intermittently captured in violation of this Act, then the court or other finder of fact shall consider or be instructed to consider that violation in weighing the evidence, unless the State provides a reasonable justification.

(Source: P.A. 99-352, eff. 1-1-16.)

(50 ILCS 706/10-35)

Sec. 10-35. Authorized eavesdropping. Nothing in this Act shall be construed to limit or prohibit law enforcement officers from recording in accordance with Article 14 of the Criminal Code of 2012 or Article 108A or Article 108B of the Code of Criminal Procedure of 1963.

(Source: P.A. 99-352, eff. 1-1-16.)

Memorandum



To: Village President and Board of Trustees
From: Phil Cotter, Director of Public Works
Subject: Discussion of Lead Water Service Lines
Date: June 26, 2023

Action Requested:

Staff recommends Village Board discussion involving compliance with the Illinois Lead Service Line Replacement and Notification Act (ILSLRNA) and requests direction on funding options for the future replacement of lead service lines in East Dundee.

Summary:

On January 1, 2022, the Illinois Lead Service Line Replacement and Notification Act (415 ILCS 5/17.12) went into effect that is designed to require the replacement all lead service lines (LSL) in the state of Illinois. The Act requires that all Community Water Systems (CWS), regardless of size, assess all water service lines served by each CWS. If lead or galvanized steel pipe is suspected or identified as a part of a water service line's material type, CWS's must comply with documentation, planning and replacement requirements. The Act contains a series of compliance deadlines requiring submittals to the Illinois Environmental Protection Agency (IEPA) and notifications to the Illinois Department of Public Health (IDPH) as follows:

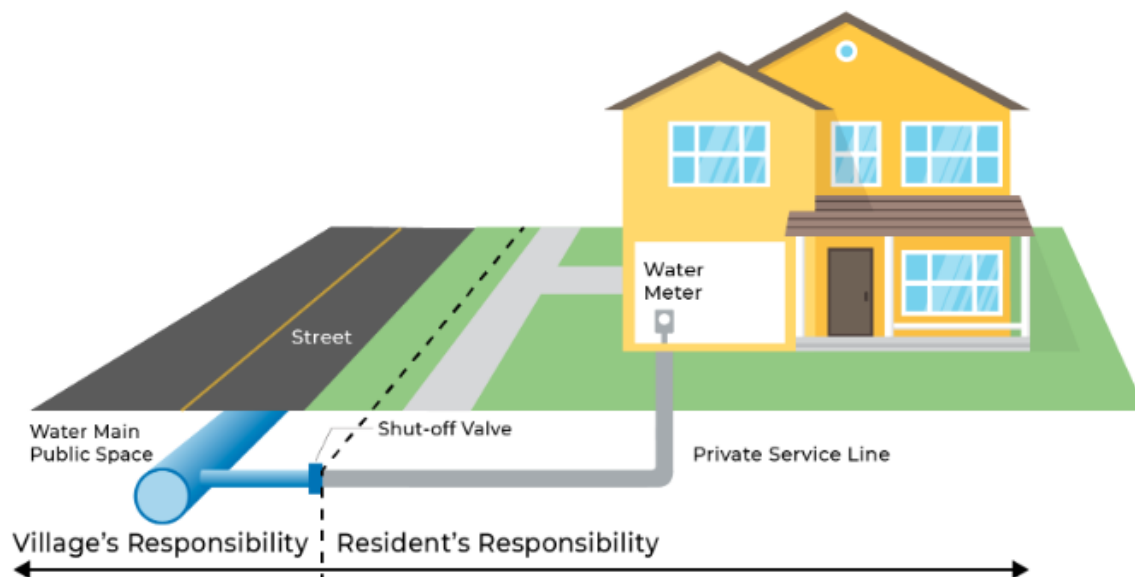
- April 15, 2023
 - Develop a draft Water Service Material Inventory (**completed**)
- April 15, 2024
 - Complete a Water Service Material Inventory
 - Update annually through April 15, 2027
 - The IEPA has informed the Village that it is allocating \$40,000 in grant funds for the development of this inventory.
 - Develop a draft Lead Service Line Replacement Plan
- April 15, 2025 and April 15, 2026
 - Submit updates to the Service Line Material Inventory and draft Lead Service Line Replacement Plan.
- April 15, 2027
 - Submit update to the Service Line Material Inventory and final Lead Service Line Replacement Plan.
- After April 15, 2027, replace lead service lines in accordance with LSL Replacement Plan at the designated replacement rate (projected to be 7% annually). The IEPA will require the replacement of the entire service (water main to inside the building) – partial replacements are not allowed and will not count towards the replacement rate.

The Village's draft Water Service Material Inventory, submitted to the IEPA in April 2023, indicated that there are 1,487 service connections in East Dundee. Current records indicate that approximately 243 of the 1,487 service connections served by the Village of East Dundee are likely to have a lead water service line from the water main to the parkway valve/curb stop/b-box (also referred to as the public portion of the service connection) and/or from the parkway valve into the building of the home/business (also referred to as the private portion of the service connection). Reference the attached drawing. The type of service line material for 382 of the 1,487 service connections is unknown. Accordingly, staff anticipates that an additional 140 (of the 382 that are unknown) service connections will be lead.

The majority of lead service lines currently exist, and are likely to be found, in downtown and the Flats neighborhood. While it is possible that there may be lead lines found in other areas of the community, they are concentrated in the downtown and Flats versus randomly throughout the community due to the age of the housing. Lead water service lines were banned in construction starting in 1986.

When a lead water service line is repaired or upgraded, the entirety of the lead service must be replaced. Partial service replacements are no longer permitted, and, although emergency repairs to a lead service are permitted, they will ultimately require the replacement of the entire lead service line. It should be noted that although the Village's water treatment process incorporates a treatment (by adding a blended phosphate) to minimize the potential for lead to dissolve into water, residents/businesses served by LSLs are at higher risk of lead exposure than households without lead pipes.

Example of how a home's water service line connects to the Village's water distribution system:



Financial Summary

As previously mentioned, current records indicate there are approximately 243 known lead services in East Dundee and staff anticipates discovering an additional 140 for an approximate total of 383. For the purpose of the following analysis, 400 (rounded up from 383) service connections will be used in calculating future costs associated with replacing lead service lines.

- A. Estimated No. of lead services: 400
- B. Average cost to replace a water service line: \$12,000-\$16,000
 - a. From the watermain to inside the building
- C. 400 services x \$15,000 = ***\$6 million for the replacement of all estimated 400 lead services***
 - a. This estimate is based on 2023 costs which are likely to increase over time.
- D. *Lead Service Line Replacement Plan* will require the annual replacement of 7% of lead services
 - a. Beginning in 2027
 - b. Approximately 28 annually
- E. 28 services x \$15,000 = ***\$420,000 per year for the replacement of all estimated lead services***

Even though the law doesn't require the Village to start replacing lead service lines until 2027, the Village has already begun to address lead service lines that have been identified during projects such as the 4th Street Resurfacing Project in 2022. There is no basis for waiting as the law is clear that lead service lines need to be replaced. Starting now is advantageous, if communities have the means to address them.

There are essentially three scenarios in which a lead service line (LSL) may be required or elected to be replaced. The following is a summary of these three scenarios:

Scenario 1: Voluntary Lead Service Line Replacement

There are several funding options for those who are interested in voluntarily replacing their lead service line:

- A. Resident pays for 100% of replacing the entire LSL.
- B. Village pays for 100% of replacing the entire LSL.
- C. Resident pays 100% of the cost to replace the LSL from the meter to the parkway valve, and the Village pays 100% from (and including) the parkway valve to the water main.
- D. Cost share between the Village and the property owner to replace the entire LSL. Examples include 60%-40%, 70%-30%, or 80%-20%.
- E. Reimbursement program of up to 50% of the cost, not to exceed a designated amount (\$5,000 for example), for the replacement of the entire LSL.
- F. Reimbursement program of up to 50% of the cost, not to exceed a designated amount (\$5,000 for example), for the replacement of the LSL between the parkway valve and the meter.
- G. Village offer payment plans or low/zero interest loans to property owners, up to a designated loan amount to replace:

- a. LSL between the parkway valve and inside the building. Village would pay for 100% of replacing the LSL between the main and parkway valve; or
- b. The entire LSL.

For cost-share and reimbursement programs, property owners would be required to secure proposals from licensed/bonded plumbers for the work required to install a new service line from the main to inside the building. Depending on funding, reimbursement and/or cost share programs would/could be offered on a first come first served basis, or perhaps with no limits on the number of participants each year. Additionally, income guidelines could also be utilized to prioritize access to Village grant or reimbursement programs.

Scenario 2: Emergent Replacement of Leaking Lead Service Lines

If a leak on a lead service line is identified, the entire service line must be replaced. Legislation permits temporary emergency repairs, but the lead service line must be completely replaced within 30 days after completion of the temporary repair. The Village would provide water pitcher/filters (certified to reduce lead) to the resident for their use until the service line is replaced.

- a. If the leak is located between the parkway valve and the water main, the Village will complete an emergency repair, after which the property owner (and/or the Village) will have 30 days to replace the entire lead service line.; or
- b. If the leak is on the private side (between the parkway valve and inside the building), the property owner will need to have a contractor make an emergency repair, after which the property owner (and/or the Village) will have 30 days to replace the entire lead service line.

If a property owner elects to refuse replacement of a lead water service line, the property owner is required to sign a waiver. A signed waiver indicates that the customer is aware that their service line is lead, they are waiving the community water supply's requirement to replace their lead service line in its entirety, and that they are aware of the hazards of lead in drinking water. The Village of East Dundee, the IDPH, and the IEPA will maintain a record of this waiver. If replacement of the service is not completed by the property owner, any associated lead mitigation efforts are the sole responsibility of the homeowner. It should be noted that a waiver cannot be based on inability to replace the lead service due to financial reasons. The water supply (Village) would need to work with the property owner in some capacity to ensure the LSL is replaced in its entirety.

Scenario 3: Replacement of Lead Service Line (LSL) Associated with Water Main Projects

Current legislation prohibits the partial replacement of LSLs. As a result, lead services impacted by a water main improvement project will be required to replace their lead service line. As part of a water main capital improvement project, the Village will fund the replacement of lead service lines from the water main to the parkway valve. Impacted properties will have the option of using a Village contractor or retaining their own licensed contractor to replace the service line between the parkway valve to inside the building.

The impact of the legislation on East Dundee's ongoing water main project is a somewhat uncertain as a new water main (without existing service line connections) is being installed versus a project involving the replacement of a water main (with existing service line connections).

Funding Sources

There are essentially two primary funding sources for replacing lead service lines:

- A. Local Water & Sewer (Enterprise) Funds
 - a. Operating, capital, or other local funds will be allocated based on availability.
 - b. Pursue loan opportunities from non-IEPA sources.
- B. State Funds
 - a. Public Water Supply low interest loans (IEPA)
 - i. Some level of principal forgiveness which is based on certain criteria that are associated with being a disadvantaged community.
 - ii. Current interest rates are approximately 1.24%
 - b. Must finance the replacement of the entire service (water main to inside the building).
- C. Federal Funds are distributed to the state for allocation.
- D. Local/State Grants – no known current opportunities.

Recommendation

Staff recommends the Village Board consider pursuing low interest loans through the IEPA to replace the public side of all known LSLs and develop an income-based cost share for the replacement of the private side of each lead service.

The Village would need to increase water rates to pay back the IEPA loan for funding the public side. The private side replacement program for income-eligible property owners could be added to a customer's water bill and paid back over time. Additionally, when grant opportunities become available for funding this, staff would apply for any and all opportunities to help mitigate the cost of this program.

A representative from Baxter and Woodman will attend Monday night's meeting to assist with presenting this discussion and answer any questions. Once a consensus is reached on a direction for the program, staff will further refine the proposed solution and return to the Village Board in the fall with a resolution for approval.

Village website with information for the public:

https://eastdundee.net/government/departments/public_works/water.php

More information:

How Lead Gets in Drinking Water - <https://www.youtube.com/watch?v=PqFHrae92OM>

American Water Works Association

[A Guide for Water Systems Addressing Service Line Repair and Replacement](#)

Memorandum

To: Village President and Board of Trustees
CC: Erika Storlie, Village Administrator

From: Brandiss J. Martin, Finance & Administrative Services Director

Subject: Labor Attorney Services

Date: June 26, 2023



Action Requested:

Staff recommends Village Board approval of a resolution authorizing the Village Administrator to execute an agreement with Clark Hill (130 E. Randolph Street, Suite 3900 Chicago, IL 60601) for labor and employment law services for the Village of the East Dundee, Illinois.

Funding Source(s):

General Fund and Water/Sewer Fund

Summary:

With recent employment matters, it has become clear that the Village is in need of separate legal counsel that specializes in the area of municipal employment law. The Village sought two proposals for service based on the recommendation of the Village's General Counsel, Kelley Gandurski, and one proposal from a firm staff had prior experience with. Two of the three firms provided an engagement letter. The quote for services includes representation to the Village for any and all labor and employment matters as directed or requested by the Village. The rates for the services are noted below:

	Principal Attorney	Associate Attorney	Paralegal
Clark Hill	\$355	\$295	\$150 - \$245
Clark, Baird, Smith	\$300 - \$365	\$195 - \$210	\$135

In the need to resolve timely personnel matters, Village staff has worked closely with Clark Hill's attorney, Yvette Heintzelman. Staff has also worked with Attorney Heintzelman on updating and revising the personnel manual. Staff has developed a rapport with Attorney Heintzelman and, as such, it is the recommendation of Village staff that the Village Board of Trustees approve a

resolution to enter into agreement with Clark Hill to provide labor and employment law services to the Village of East Dundee.

The Village may terminate services with Clark Hill at any time and for any reason.

Attachments:

1. Resolution
2. Engagement Letter (with supplemental email attachment)

Resolution No. _____

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE
OF EAST DUNDEE, ILLINOIS AND CLARK HILL FOR LABOR AND
EMPLOYMENT LAW SERVICES**

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

WHEREAS, the Village desires labor and employment law services from a professional firm; and,

WHEREAS, the Village has a satisfactory relationship with and has received a proposal from Clark Hill for such services that the corporate authorities finds to be in the best interest of the Village.

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 BETWEEN VILLAGE OF EAST DUNDEE, IL AND CLARK HILL* attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and the Village President or the Village Administrator, be and is hereby authorized to execute said agreement on behalf of the Village of East Dundee.

Section 2. 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 3: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

PASSED this 26th day of June 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 26th day of June 2023

Jeffrey J. Lynam, Village President

Attest: _____
Katherine Diehl, Village Clerk



Yvette Heintzelman
T (312) 985-5917
F (312) 985-5585
Email: yheintzelman@clarkhill.com

Clark Hill
130 E. Randolph Street, Suite 3900
Chicago, Illinois 60601
T (312) 985-5900
F (312) 985-5999

April 18, 2023

BY ELECTRONIC MAIL

Erika Storlie
Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118
estorlie@eastdundee.net

Re: Engagement Letter for Legal Services for Village of East Dundee

Dear Erika:

This letter serves to record the terms of our engagement to represent the Village of East Dundee, as client, with regard to labor and employment matters as directed or requested by you or members of your team. We are prepared to provide services beyond this scope after consultation and mutual agreement.

Our fees in this matter are based on hours spent by lawyers and other professionals necessary to produce the work product. Our minimum billing increment is .1 hour. At this time, our lawyer billing rates range from \$245.00 - \$960.00 an hour, and paralegal rates range from \$150.00 - \$245.00 per hour. These rates may be adjusted periodically to reflect the experience and expertise of our professionals. I will be the principal attorney contact in this matter, and my hourly rate is \$355.00. Renee Fell's hourly rate is \$295.

This letter is supplemented by our Standard Terms of Engagement for Legal Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us. If you agree that this letter provides acceptable terms for our engagement in this matter, please sign and return a copy to me.

We look forward to working with you.

Sincerely,

CLARK HILL

Yvette A. Heintzelman

Yvette A. Heintzelman

YAH:bdl
Enclosure

VILLAGE OF EAST DUNDEE accepts and agrees to be bound by the foregoing.

VILLAGE OF EAST DUNDEE

ERIKA STORLIE
VILLAGE OF EAST DUNDEE

DATE: _____

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement provides the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the firm's obligation to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of legal services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) obey all orders issued by a court or other tribunal concerning your matter; (B) be candid and truthful with the firm and the court or other tribunal; and (C) pay the firm as provided by this agreement and any other agreements regarding payment for legal services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; (B) demand any assistance which violates the Rules of Professional Conduct; or (C) pursue or insist upon a course of action which the firm reasonably believes to be illegal, fraudulent, offensive or unwise. The firm may terminate this agreement for reasons permitted under the Rules of Professional Conduct.

OBLIGATIONS OF A LAWYER

All lawyers are required to observe and uphold the law, including applicable court rules; and are governed by Rules of Professional Conduct that pertain to our relationship with a client, with third persons, other professionals and the courts. All of these laws and rules apply to our representation of you, and we welcome your inquiry about them.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of such person or entity, such as parent companies, subsidiaries, sibling entities, and/or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, members of an association or limited liability company, and/or other constituents of a named client unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Your obligation to pay our fees as provided in this letter is not in any way contingent upon a result or results in the matter.

Our attorney-client relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notification by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our attorney-client relationship.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and paralegals in the firm. Such delegation may be for the purpose of involving lawyers or paralegals with special expertise in a given area or for the purpose of providing services on an efficient and timely basis.

PRESERVATION OF EVIDENCE AND COMMUNICATION PROTOCOL IN LITIGATED MATTERS

All evidence of any nature that is arguably relevant to this matter, including but not limited to documents (whether hard copy or electronic) and other physical evidence, must be preserved. Moreover, scheduled routine destruction of any stored records (whether hard copy or electronic) must be suspended immediately until after this matter is concluded. Failure to do so may result in sanctions by a court or tribunal.

In order to preserve the attorney-client privilege that attaches to our communications, it is important that all future oral communications about this matter occur only in the presence of a Clark Hill attorney. Further, all written communications about the matter should be directed to a Clark Hill attorney. You recognize that, while convenient and sometimes necessary, communications transmitted by internet, mobile and other electronic means may not be entirely secure. Therefore, in communicating by such means you accept the risks that such communications may not be protected by the attorney-client privilege, and we agree that no party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any such communications due to any reason beyond that party's reasonable control.

HOW FEES WILL BE SET

Unless our engagement letter provides otherwise, our fees will be charged on an hourly basis, *i.e.*, time expended multiplied by the hourly rates of our lawyers and other professionals. Among the factors we consider in determining the staffing of the matter and the fees charged are:

- The novelty and complexity of the issues presented, and the skill required to perform the legal services;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The experience, reputation and expertise of the lawyers performing the services.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in tenths of an hour.

The hourly rates of our lawyers and other professionals are adjusted periodically to reflect current levels of legal experience, changes in overhead costs and other factors.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will respond to your request by furnishing an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

RETAINER AND TRUST DEPOSITS

Clients of the firm are commonly asked to deposit a retainer with the firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. While the retainer is on deposit, you grant us a security interest in such funds. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Your deposit will be placed in a pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

EXPENSES

We frequently incur and/or pay on behalf of our clients a variety of expenses arising in connection with legal services. These expenses include charges made by courts, other government agencies, and service vendors. You authorize us to incur such charges on your behalf, and agree to reimburse the firm to the extent we pay these charges on your behalf. You also authorize us to incur on your behalf expenses incidental to the representation, including but not limited to deposition and transcript costs; witness fees; travel expenses; charges of outside experts and consultants; and other legal counsel fees. You agree that you will be solely responsible for such expenses and that the firm will not be responsible for such expenses. We will usually advance expenses up to \$100.00, and require that our clients directly pay, or deposit with us funds to pay, expenses exceeding \$100.00.

The firm does not charge for internal costs of routine copying, telephone, third party charges for research, faxes, secretarial overtime, mailing, and the like. However, the firm does charge for extraordinary expenses of this type, and we will bill you for them at our cost.

FILES AND OTHER MATERIALS

Files generated in the matter will be retained by the firm as required by law, and thereafter may be retained or destroyed, at our discretion. To the extent we retain them, we will provide you reasonable access to matter files in accordance with applicable law, excluding firm files (firm

administrative records, time and expense reports, personnel and staffing materials, accounting records, and internal lawyers' work product, e.g., drafts, notes, internal memoranda, legal research, and factual research). Matter files to which you are given access may be reproduced at your request and at your expense. We reserve the right to make and retain copies of all documents generated or received by us in connection with the matter. After our engagement in this matter ends, upon your request and at your expense we will return any property you have entrusted to us, unless there is a balance on your account. If there is a balance on your account, the firm will assert a retaining lien on such property to the extent allowed by law. If you have not requested return of such property within a reasonable time after our engagement in the matter ends, we may retain or destroy such property at our discretion.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs and internal charges incurred before termination and in connection with an orderly transition of the matter.

The Rules of Professional Conduct list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: persistence in a course of conduct which we reasonably believe to be criminal or fraudulent, insistence upon pursuing an objective which we consider to be repugnant or imprudent, failure of a substantial nature to fulfill an obligation after reasonable warning that it will result in our withdrawal, or other good cause.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Our invoices will report the hours and rates for attorneys and other professionals on the matter, and describe the work performed. Unless otherwise provided in our engagement letter, we will provide you with a bill on a monthly basis. Payment is due on receipt. Any balance unpaid after 30 days of the date of the invoice shall accrue interest at the rate of seven percent (7%) per annum. Payments shall be applied first to costs and expenses, then to accrued interest, if any, and then to the unpaid fees.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. We may also request permission of any court in which we have filed an appearance on your behalf to allow us to withdraw as your counsel, and you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Brandiss Martin

From: Heintzelman, Yvette <yheintzelman@clarkhill.com>
Sent: Tuesday, June 13, 2023 2:04 PM
To: Brandiss Martin
Cc: Heintzelman, Yvette; Fell, Renee
Subject: Terms of Engagement

Hi Brandiss,

To follow up on our previous conversation, with respect to the terms of engagement, Clark Hill will agree to 60 days net as provided under the Illinois Quick Pay Act. We will not enforce any late fees or interest on outstanding amounts prior to the 60 days. Please let me know if you have any additional questions.

All my best,

Yvette Heintzelman

Clark Hill, PLC

130 E. Randolph St., Ste. 3900

Chicago, IL 60601

847-971-0398

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.